

04-10-2001



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

MAR 23 1999

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name MathSoft Engineering & Education, Inc.

01222001

Formerly \_\_\_\_\_

1457219

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Citizens Bank of Massachusetts

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 28 State Street

Address (line 2) \_\_\_\_\_

Address (line 3) Boston

Massachusetts

02109

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Massachusetts
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

4/10/2001 LMUELLER 00000072 1457219

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
100.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002266 FRAME: 0895**



**EXHIBIT A**

FORM OF  
**TRADEMARK COLLATERAL AGREEMENT AND NOTICE**

This TRADEMARK COLLATERAL AGREEMENT AND NOTICE dated as of January 22, 2001, is among MATHSOFT ENGINEERING & EDUCATION, INC., a Delaware corporation with its principal place of business at 101 Main Street, Cambridge, Massachusetts 02142-1521 ("Borrower"), MATHSOFT CORPORATE HOLDINGS, INC., a Delaware corporation with its principal place of business at 101 Main Street, Cambridge, Massachusetts 02142-1521 ("Guarantor") (Borrower and/or Guarantor, as applicable, shall be referred to collectively hereinafter as "Assignor") and CITIZENS BANK OF MASSACHUSETTS with an address at 28 State Street, Boston, Massachusetts 02109 ("Assignee") pursuant to a Loan and Security Agreement dated January 22, 2001, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").


WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Liabilities (as defined in the Loan Documents) a security interest and lien in and to the Marks and all Proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Collateral Agreement (the "Collateral Agreement") in favor of the Assignee dated January 22, 2001, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of such Collateral Agreement providing therefor.

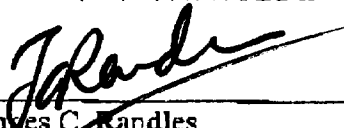
Executed as of the date first above written.

MATHSOFT ENGINEERING & EDUCATION, INC.

By:   
Name: James C. Randles  
Title: Chief Executive Officer

and/or

MATHSOFT CORPORATE HOLDINGS, INC.

By:   
Name: James C. Randles  
Title: Chief Executive Officer

**EXHIBIT 1****To Trademark Collateral Agreement and Notice**

<b>Country (State)</b>	<b>Word Mark</b>	<b>Registration No. (Serial No.)</b>	<b>Registration Date (Filing Date)</b>
United States	INTELLIMATH	(75/455,224)	(March 23, 1998)*
United States	MATHCAD	1,457,219	September 15, 1987
United States	MATHSTATION	1,552,712	August 22, 1989
United States	STUDYWORKS	2,107,766	October 21, 1997
United States	STUDYWORKS!	2,192,085	September 29, 1998
(Massachusetts)	MATHCAD	52,627	May 1, 1986
Australia	STUDYWORKS!	741,413	February 25, 1998s
Canada	MATHCAD	347,819	November 10, 1988
Canada	STUDYWORKS!	517,575	October 5, 1999
European Community	MATHCAD	397,646	April 1, 1996
European Community	MATHSOFT	288,555	April 1, 1996
European Community	STUDYWORKS!	600,718	August 13, 1997
Japan	MATHCAD	2,714,980	June 28, 1996
Japan	MATHSOFT	2,627,751	February 28, 1994
United Kingdom	MATHCAD	1,313,960	June 24, 1987
United Kingdom	MATHCAD	1,528,493	October 28, 1994
United Kingdom	MATHSOFT	1,313,959	June 24, 1987
United Kingdom	MATHSOFT	1,528,490	September 9, 1994
United Kingdom	MATHSOFT STUDY WORKS	2,123,666	August 29, 1997

\* This application was abandoned as of May 19, 2000, for failure to file a Statement of Use.