

04-26-2001

FORM PTO-1618A
Expires 06/30/99
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U.S. Department of Commerce
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101690737

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MTC
4.13.01

Conveyance Type

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

Conveying Party

1782460

Mark if additional names of conveying parties attached

Name
Formerly

Execution Date
Month Day Year

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

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Address (line 1)

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Correspondent Name and Address

Area Code and Telephone Number

650-858-7966

Name

Karen M. Kitterman, Esq.

Address (line 1)

Fenwick & West LLP

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Two Palo Alto Square

Address (line 3)

Palo Alto, California 94306

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trade Application Number(s)

Registration Number(s)

1,782,460		
2,074,124		

Number of Properties Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0261

Authorization to charge additional fees:

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No

Statement and Signature

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Karen M. Kitterman, Esq.
Name of Person Signing

Karen M. Kitterman
Signature

4-10-01

Date Signed

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Date of Deposit 4/10/01

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Phyllis O'Sullivan
(Typed or printed name of person mailing paper or fee)

Phyllis O'Sullivan
(Signature of person mailing paper or fee)

16239/00070/DOCS/1154249.1

BETWEEN:

- (1) **KBC ADVANCED TECHNOLOGIES PLC** whose registered office is at KBC House, Churchfield Road, Weybridge, Surrey KT13 8DB ("**KBC**") and
- (2) **OSI SOFTWARE, INC** whose registered office is at 777 Davis Street, Suite 250, San Leandro, California 94577 (the "**OSI**")

WHEREAS:

- (A) Under the Asset Purchase Agreement, KBC agreed to sell to OSI the Business as defined in Clause 1 of the Asset Purchase Agreement as a going concern including the Programs Materials, the Trade Marks and the Know-How.
- (B) This is an assignment of the Programs Materials, the Trade Marks and the Know-How.

IT IS HEREBY agreed as follows:

1 DEFINITIONS

- 1.1 The expressions used in this Agreement shall have the same meanings as have been given thereto in the Asset Purchase Agreement and the Sigmafine Licence Agreement or save as otherwise specifically provided in this Agreement:

"**Agreement**" means this Deed of Assignment;

"**Asset Purchase Agreement**" means the Agreement between KBC and OSI of even date herewith;

"**Sigmafine Licence Agreement**" means the Licence Agreement between KBC and OSI of even date herewith.

- 1.2 Pursuant to the Asset Purchase Agreement and in consideration of the Consideration specified in it, KBC as beneficial owner hereby assigns and conveys to OSI absolutely and free from all encumbrances:-

(a) all its property right title and interest in the Trade Marks together with the goodwill of the business of OSI in respect of the goods or services in respect of which the Trade Marks are registered or registration has been sought together with all rights of action, powers and benefit of the same belonging or accrued including the right to institute and maintain proceedings for infringement or passing off against any person, firm or company now or hereafter wrongfully using the Trade Marks;

(b) all its property right title and interest in the Program Materials; and

(c) all its property right title and interest in the Know-How.

- 1.3 KBC shall do all things reasonably necessary or desirable and execute all and any such documents as are reasonably required to give effect to this Assignment.

IN WITNESS of which this Agreement has been executed as a Deed and delivered the date and year first above written.

Signed as a Deed
by **KBC ADVANCED TECHNOLOGIES PLC**
acting by
and
in the presence of:

} J. H. Mann
} }
} Vergara Dobson

Signed as a Deed
by **OSI SOFTWARE, INC**
acting by
and
in the presence of:

} J. Patrick Kennedy
} }
} Vergara Dobson

SCHEDULE 5
TRADE MARKS

Trade Mark	Country	Classes	No.
Datafine	USA	9	1782460
Datafine	UK	9	B1357651
Datafine	UK	16	B1223465
Sigmafine	USA	9	2074124
Sigmafine	UK	9	2176593 (pending application)