



DI

03-28-2001

LLP

1

03-16-2001



06-05-2001

U.S. Patent & TMO/TTA Mail Rpt Dt. #72

101650643



<p>1. NAME OF CONVEYING PARTY:</p> <p><i>Re</i> <i>3.16.01</i></p> <p>Mathsoft Engineering & Education, Inc. A Delaware corporation, and Mathsoft Corporate Holdings, Inc. A Delaware corporation</p>	<p>2. NAME AND ADDR. 101740161</p> <p>SPRING CAPITAL PARTNERS, L.P. A Maryland limited partnership 2 East Read Street Baltimore, Maryland 21202</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: January 22, 2001 3B. EFFECTIVE DATE: January 22, 2001</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Ser. No. 75/455,224 - INTELLIMATH</p> <p>Additional numbers attached? NO</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 1,457,219 - MATHCAD</p> <p>Additional numbers attached? YES</p>
<p>Amy E. Carroll, Esq. Drinker, Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8800; Fax: (202) 842-8465</p>	
<p>6. TOTAL NUMBER OF TITLES: 5</p> <p>7. TOTAL FEE: \$140.00 (Check Enclosed)</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCT. #50-0573</p> <p>Our Ref. 18274/126725</p>	<p>9. The undersigned declares to the best of his/her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Amy E. Carroll</i> Amy E. Carroll Date: March 15, 2001 Page 1 of 4</p>

APPROVED FOR DEPOSIT
MARCH 15 2001
101740161

I hereby certify that this document is being deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Honorable Commissioner of Patents and Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, this 15th day of March 2001

[Handwritten signature]

18274/126725
DC03177671

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

Country (State)	Word Mark	Registration No. (Serial No.)	Registration Date (Filing Date)
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	STUDYWORKS!	600,718	August 13, 1997
Japan	MATHCAD	2,714,980	June 28, 1996
United Kingdom	MATHCAD	1,313,960	June 24, 1987
United Kingdom	MATHCAD	1,528,493	October 28, 1994

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

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 SPRING CAPITAL PARTNERS, L.P., a Maryland limited partnership with offices at The Latrobe Building, 5th Floor, 2 East Read Street, Baltimore, Maryland 21202 ("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.

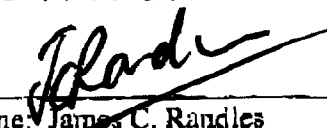
Executed as of the date first above written.

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

DC31427A1