

08-07-2001



FORM PTO-1584

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U.S. DEPARTMENT OF COMMERCE

1-31-92

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TRADEMARKS ONLY

Tab settings ==>>>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Computer Associates International, Inc.

07/25/01

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other:

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Name: Metacreations Corporation
Address: 498 Seventh Avenue
Suite 1810
New York, NY 10018

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(s) attached: Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:

Effective Date: As of September 8, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

DESIGN TRADEMARK,
Serial No. 76/069,012

B. Trademark Registration No.(s)

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dana R. Kaplan, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: **One (1)**

7. Total fee (37 C.F.R. 3.41) \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **11-0600**

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karen L. Feisthamel
Name of Person Signing

Karen Feisthamel
Signature

July 23, 2001
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

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08/06/2001 00000101 110600 76069012
01 FC:481 40.00 CH

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware Corporation ("Assignor"), owned all right, title and interest in and to the design trademark annexed hereto as Exhibit A, as partially evidenced by United States Trademark Serial No. 76/069,012 respectively therefor, as well as the goodwill of the business symbolized thereby and associated therewith (collectively, the "Trademark");

WHEREAS, METACREATIONS CORPORATION, a Delaware Corporation ("Assignee"), was desirous of acquiring all rights to the Trademark, as well as all of the goodwill of the business symbolized thereby and associated therewith;

WHEREAS, pursuant to the terms of a certain Stock Purchase Agreement, dated as of August 23, 2000 by and between Assignor and Assignee with respect to all of the outstanding capital stock of Viewpoint Digital, Inc., Assignor agreed to assign, sell and transfer unto Assignee, any and all right, title and interest in and to the Trademark, together with the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law rights in and to the Trademark and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark.

NOW, THEREFORE, pursuant to the terms of that certain Stock Purchase Agreement, dated as of August 23, 2000 by and between Assignor and Assignee with respect to all of the outstanding capital stock of Viewpoint Digital, Inc., and in consideration of the promises and the mutual covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which were acknowledged, Assignor did assign, sell and transfer unto

Assignee, any and all right, title and interest in and to the Trademark, together with the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law rights in and to the Trademark and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor agreed that it shall supply Assignee with any and all further documents reasonably requested and necessary to effectuate or evidence this Assignment.

Assignor assigned the Trademark as part of that portion of the business to which the Trademark pertained, as required by Section 10 of the Trademark Act (15 U.S.C. § 1060).

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the 8th day of September, 2000.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

Michael A. McElroy
 Name: *Michael A. McElroy*
 Title: *Senior Vice President & Secretary*

Word 393054

STATE OF New York)
) SS:
COUNTY OF Suffolk)

On this 20 day of July 2001, before me personally came Michael A. McElroy
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
Sr VP & Secy of COMPUTER ASSOCIATES INTERNATIONAL, INC., the entity in and which
executed the foregoing instrument; who duly acknowledged the signing of the foregoing
instrument to be a voluntary act and deed; and who executed the same with full power and
authority to do so on behalf of and with the authority of the above-named entity, and for the
purposes therein specified.

Anne M Jones
Notary Public

ANNE M. JONES
(Printed Name)

My Commission Expires: 11/23/01

ANNE M. JONES
Notary Public, State of New York
No. 491347B
Qualified in Nassau County
Commission Expires November 23, 01

WORD 392450

Exhibit A

