

09-13-2001

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101840181

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

1. Name of conveying party(ies): **9-421**
Pathlore Software Corporation

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other:

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: **Legent Corporation**
 Internal Address: c/o Computer Associates International, Inc.
 Street Address: 1 Computer Associates Plaza
 City: Islandia State: New York Zip: 11749

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(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: August 17, 2001

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule B

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

Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

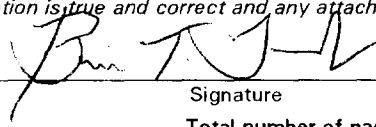
8. Deposit account number:
(23-1705 in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

09/13/2001 LNUELLER 00000076 1374616

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 200.00 OP

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.

Brian T. Jaenicke  9/4/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

REGISTERED TRADEMARKS

Mark	Reg./Appl. No.
EXPLAIN	1,374,616
PHOENIX	1,149,783
PREFERENCE	1,545,236
PATHLORE	2,250,625
PHOENIX	2,363,999
PHOENIX INTERHOST	2,337,135
PHOENIX IMPACT	2,275,541
DLE DISTANCE LEARNING ENVIRONMENT	2,258,549
PATHLORE	2,189,677

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Pathlore Software Corporation, a Delaware corporation (the "Assignor"), hereby assigns and grants to Legent Corporation (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all products and proceeds associated with the Marks and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

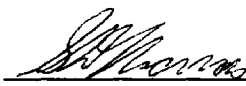
THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement among the Assignor, certain affiliates and subsidiaries of the Assignor, and the Assignee, dated as of August 17, 2001 (as amended from time to time, the "Security Agreement").

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 17th day of August, 2001.

PATHLORE SOFTWARE CORPORATION,
Assignor

By: 
Name: Stephen D. Thomas
Title: CEO + President

LEGENT CORPORATION, Assignee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 20th day of August, 2001.

PATHLORE SOFTWARE CORPORATION,
Assignor

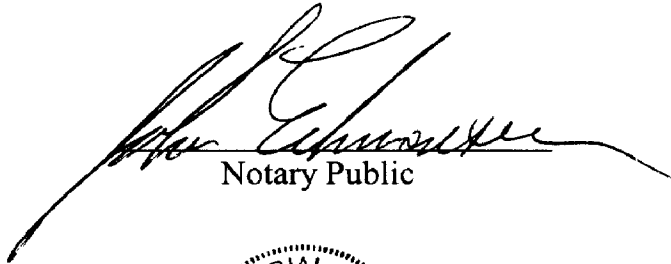
By: _____
Name:
Title:

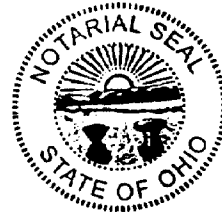
LEGENT CORPORATION, Assignee

By: SMW
Name: Steven M. Woghin
Title: Vice President

STATE OF Ohio)
) ss.:
COUNTY OF Franklin)

On this 17 day of Aug, 2001, before me personally came Steven Thomas who, being by me duly sworn, did state as follows: that [s]he is CEO of Pathlore Software Corporation, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public



JOHN EDMONSON
Notary Public, State of Ohio
My Commission Expires 07-19-05

