

Form PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office

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

1. Name of conveying party(ies):
 Ink Development Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of California
 Other _____

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

2. Name and address of receiving party(ies):
 Unimax Systems Corporation
 430 First Avenue North, Suite 790
 Minneapolis MN 55401

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Minnesota
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other : Assignment under the terms of Paragraph 9
 of the enclosed License Agreement
 Execution Date: June 1, 1995

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)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description B. Trademark Registration No(s). and description

1,994,897 (2ND NATURE)

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

Colleen M. Sarenpa
 FAEGRE & BENSON LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901
 612/766-6822

6. Total number of applications and registrations involved: 01

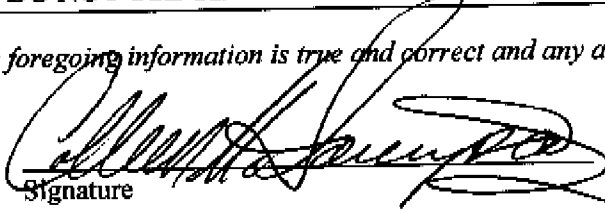
7. Total fee (37 CFR 3.41) \$40.00
 Authorized to be charged to deposit account

8. Deposit Account number: 06-0029

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.

Colleen M. Sarenpa
 Name of person signing


 Signature

December 4, 2001
 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Director - U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

This letter sets forth the terms under which Ink Development Corporation, a California corporation with offices at 1300 South El Camino Real, Suite 201, San Mateo, California (hereinafter INK) agrees to license Unimax Systems Corporation, a Minnesota corporation with offices at 430 First Avenue North, Minneapolis, Minnesota (hereinafter UNIMAX), to use the mark "2nd Nature" and variations thereof (e.g., "It's 2nd Nature") (hereinafter the LICENSED MARKS).

WHEREAS, INK has developed and marketed "personal computer software for applications using a graphical interface" under the trademark "Second Nature Software".

WHEREAS, INK owns United States trademark registration No. 1,744,376 for the trademark "Second Nature Software" for "personal computer software for applications using a graphical interface and instruction manuals sold together with the aforementioned personal computer software".

WHEREAS, UNIMAX wishes to obtain a license from INK to use and register the marks "2nd Nature" and "It's 2nd Nature" in connection with "telecommunications management software".

INK and UNIMAX agree as follows.

1. For good and valuable consideration, including the payment by UNIMAX of a one-time fee in the amount of ten dollars, INK grants to UNIMAX a perpetual, exclusive, non-transferable, royalty-free license to use the mark "2nd Nature" and variations thereof in the United States in connection with "telecommunications management software". Use of the LICENSED MARKS by UNIMAX shall inure to the benefit of INK.

2. This license shall be effective as of the date of this agreement subject to INK's right to terminate should UNIMAX begin use of the LICENSED MARKS other than in connection with "telecommunications management software".

3. UNIMAX agrees that (i) the nature and quality of all goods sold by them under the LICENSED MARKS, and (ii) all related advertising, promotional and other related uses of the LICENSED MARKS shall conform to standards set by and be under the control of INK.

4. UNIMAX agrees to cooperate with INK in facilitating INK's control of such nature and quality including accommodation of reasonable inspections by INK and supplying INK with specimens of products and labels upon which the LICENSED MARKS are used upon request.

5. UNIMAX agrees to comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of the goods and services covered by this License.

6. UNIMAX shall assign to INK its applications filed with the United States Patent and Trademark Office (USPTO) to register the marks "2nd Nature" and "It's 2nd Nature" on the Principal Register (Serial Nos. 74/503,961 and 74/502,170 respectively) for "telecommunications management software". These applications and any resultant registrations are included within this license to UNIMAX. UNIMAX shall retain absolute and sole control over prosecution of these applications before the USPTO and shall bear all expenses associate therewith. Should UNIMAX decide to abandon efforts to register these marks, UNIMAX shall notify INK of this decision at least thirty days prior to abandonment of the application and allow INK to continue prosecution of the application at INK's sole discretion and expense.

7. This license may be extended to other countries unless INK determines that such license may jeopardize its rights to its trademark "Second Nature Software". In any event, UNIMAX shall obtain INK's prior written approval for any such extension and shall pay INK's out-of-pocket costs incurred in securing such licenses for UNIMAX.

8. In the event INK ceases to actively defend use of the "Second Nature Software" or the licensed "2nd Nature" marks against third party plaintiff's attempting to enjoin continued use by INK or UNIMAX; or INK declines to actively police and prosecute unlawful use of marks confusingly similar to the "Second Nature Software" or "2nd Nature" marks by third parties; INK shall permit UNIMAX to defend, police or prosecute such matters in INK's stead and at UNIMAX's own expense.

9. In the event INK abandons the mark "Second Nature Software" this license agreement shall terminate, all limitations and obligations placed upon UNIMAX's use of the "2nd Nature" mark under this license agreement shall terminate, and all rights in and to the LICENSED MARKS shall transfer to UNIMAX including the applications and any resultant registrations referenced in ¶ 6.

10. This is the entire agreement between INK and UNIMAX regarding the subject matter addressed herein. This agreement shall be governed by and interpreted according to California law, and UNIMAX consents to exclusive jurisdiction for the resolution of any disputes in the state and federal courts located in San Francisco, California. Either party's failure to enforce the rights in any particular instance shall not be deemed a waiver of its rights in the event of any subsequent breach of the other party. INK may assign or otherwise transfer its rights and obligations under this agreement, UNIMAX may not. In the event of any dispute with respect to this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses in resolving such dispute.

UNIMAX SYSTEMS CORPORATION
a Minnesota Corporation

By: 

Name: Andrew D. Hunkins

Title: President 6/1/95

INK DEVELOPMENT CORPORATION
a California Corporation

By: 

Name: William Poole

Title: President 6/1/95

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