

10-04-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Scitor Enterprises, Inc.

9-7701

- Individual(s) Association General Partnership Limited Partnership Corporation-State--California Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 30, 2001

2. Name and address of receiving party(ies)

Name: Tectura Corporation

Internal Address:

Street Address: 1620 W. Fountainhead Parkway, Suite 500

City: Tempe State: AZ Zip: 85202

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

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

A. Trademark Application No.(s) 76/232,960 76/247,677

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Lisa M. Watanabe, Esq.

Internal Address:

Street Address: Fenwick & West LLP

Two Palo Alto Square, Palo Alto, CA 94306

City: Palo Alto State: CA Zip: 94303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0261

(Attach duplicate copy of this page if paying by deposit account)

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.

Lisa M. Watanabe Name of Person Signing

Signature

September 27, 2001 Date

Total number of pages including cover sheet, attachments, and document: 3

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

Express Mail EL696784706US

TRADEMARK REEL: 002377 FRAME: 0439

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made pursuant to the Asset Purchase Agreement entered into by and among Scitor Enterprises, Inc., a California corporation, with its principal place of business at 2411 Dulles Corner Park, Suite 200, Herndon, Virginia 20171("Assignor"), Scitor Corporation, a California Corporation, and Tectura Corporation, a Delaware corporation, with its principal place of business at 1620 W. Fountainhead Parkway, Suite 500, Tempe, Arizona 85202 ("Assignee") on July 27, 2001 (the "Asset Purchase Agreement") and is effective as of August 31, 2001 (the "Effective Date"). This Assignment complies with the requirements of Section 10 of the Trademark Act, 15 U.S.C. § 1060.

WHEREAS, Assignor has filed applications for the trade/service mark TECTURA (the "Marks") as follows:

Serial Number	Filing Date	Class	Goods/Services
76/232960	03/28/2001	42	Computer software in the field of project management, strategic planning cost and risk analysis, program justification, business process improvement and e-commerce
76/247677	04/28/2001	9	Computer and management consultation in the field of project management, strategic planning, cost and risk analysis, program justification, business process improvement and e-commerce; technical support services; computer services, namely, designing and implementing web sites for others; hosting the web sites of others on a computer server for a global computer network

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Marks, including all of the goodwill associated with and symbolized by the Marks.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks;

NOW THEREFORE, in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Marks to Assignee as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, together with all of the goodwill associated with and symbolized by the Marks and applications thereof, and that portion of the business which is ongoing and existing to which the Marks pertain.
2. Assignor hereby assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.

- 3. Assignor represents and warrants that it will cooperate in any actions necessary for Assignee to record, prosecute, renew and/or register its rights, title and interests in and to the Marks and applications thereof, including United States and foreign applications and registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

SCITOR ENTERPRISES, INC.

Dated: August 30, 2001

By: Carl W. Monk, Jr.
 Name: Carl W. Monk, Jr.
 Title: Secretary

Sworn and subscribed before me, in my presence, this 30th day of August, a Notary Public, in and for the State of Virginia, County of Fairfax.

[Signature]
 Notary Public
 My Commission Expires: June 30, 2004