

10-26-2001

U.S. Department of Commerce
Patent and Trademark Office

10-12-01

RE



EET

101887655

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

1. Name of conveying party: Merant International Limited

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation (State-)
- Other a United Kingdom company

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

2. Name and Address of receiving party

Name: Micro Focus International Limited

Address: P.O. Box 309 G.T.
Ugland House, South Church Street
Grand Cayman, Cayman Islands

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 31, 2001

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation (State -) _____
- Other a Cayman Islands company

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)

B. Trademark Registration No.(s) See attached Schedule A

Additional numbers attached? Yes No

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

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 140
 Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No. 111098

(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.

John Lynd

Name of Person Signing

[Signature]
Signature

10/12/01
Date

Total number of pages including cover sheet, attachments, and document: 15

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 002389 FRAME: 0353

Schedule A to Recordation Form Cover Sheet

MARK	APPLICATION NO/ REGISTRATION NO.	STATUS
ASSETMINER	76/237,046	Filed 4/4/01. Not Yet Assigned To An Examiner
ASSETMINER	76/237,202	Filed 4/4/01. Not Yet Assigned To An Examiner
MAINFRAME EXPRESS	2,404,568	Registered 11/14/00
NET EXPRESS	75/652,089	Filed 3/2/99. Non-Final Office Action Mailed 12/11/00
NETEXPRESS	2,280,944	Registered 9/S8/99

Schedule A

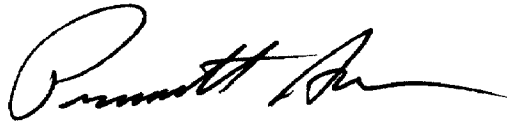
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NETEXPRESS	2,280,944	Registered 9/S8/99

DESIGNATION OF DOMESTIC REPRESENTATIVE

Debra B. Arenare, Esq. of the firm Kirkland & Ellis, whose postal address is Citigroup Center, 153 East 53rd Street, New York, New York 10022-4675 is hereby designated assignee's representative upon whom notice or process in proceedings affecting the recordation of the assignment between Merant International Limited and Micro Focus International Limited.

10/09/01

Date



Name: PRESCOTT ASHE

Title: MANAGING DIRECTOR

TRADEMARK

REEL: 002389 FRAME: 0356

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 31st day of July, 2001, ("Effective Date"), by and between Merant International Limited, a company organized under the laws of the United Kingdom, with offices at The Lawn, 22-30 Old Bath Road, Newbury, Berkshire, RG14 1QN, United Kingdom ("Assignor"), and Micro Focus International Limited, a company organized under the laws of the Cayman Islands, with offices at P.O. Box 309 G.T., Uglund House, South Church Street, Grand Cayman, Cayman Islands ~~94111~~ ("Assignee").

WHEREAS, Assignor's ultimate parent company, Merant plc ("Merant"), and Assignee have entered into that certain Purchase Agreement dated June 11, 2001, amended as of the date hereof (the "Purchase Agreement"), pursuant to which Merant has agreed, *inter alia*, to cause Assignor to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations and applications identified and set forth on Schedule A; (b) those foreign trademark registrations and applications identified and set forth on Schedule B (the foregoing U.S. and foreign trademark registrations and applications collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in and to the

Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements of any of the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment, including execution of any documents necessary for recording such Assignment in appropriate foreign jurisdictions.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States and any foreign equivalents.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

31st day of July, 2001.

MERANT INTERNATIONAL LIMITED

By: 

Name: Leo Millstein

Title: Director

MICRO FOCUS INTERNATIONAL
LIMITED

By: _____

Name: _____

Title: _____

MERANT INTERNATIONAL LIMITED

By: 

Name: Michael Wright

Title: Director

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

9th day of August, 2001.

MERANT INTERNATIONAL LIMITED

By: _____

Name: _____

Title: _____

MICRO FOCUS INTERNATIONAL
LIMITED

By:  _____

Name: JAMES HALE

Title: ATTORNEY IN FACT
AND ASSISTANT TREASURER

MERANT INTERNATIONAL LIMITED


By: _____

Name: _____

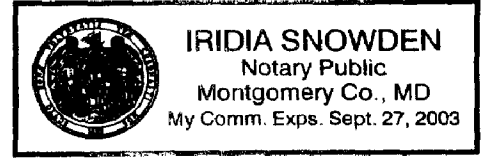
Title: _____

STATE OF)
COUNTY OF) ss.:

On this 31st day of July 2001, there appeared before me
Leo Millstein, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Merant International Limited.

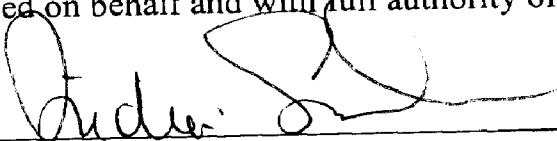


Notary Public

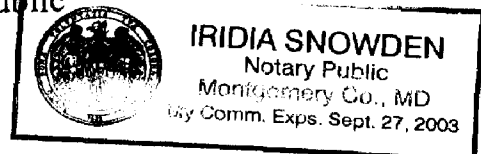


STATE OF)
COUNTY OF) ss.:

On this 31st day of July 2001, there appeared before me
Michael Wright, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Merant International Limited.



Notary Public



STATE OF California)
COUNTY OF Los Angeles)

ss.:

On this 9 day of August 2001, there appeared before me
James Hule, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Micro Focus International Limited



Annette Zaragoza
Notary Public

STATE OF)
COUNTY OF) ss.:

On this _____ day of _____ 2001, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Notary Public

STATE OF)
COUNTY OF) ss.:

On this _____ day of _____ 2001, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____.

Notary Public

Schedule B

COUNTRY	MARK	APPLICATION NO./ REGISTRATION NO.	STATUS
Argentina	MICRO FOCUS	1754595	Registered
Argentina	MICRO FOCUS	2327863	Pending
Argentina	MICRO FOCUS	2078822	Pending
Argentina	MICRO FOCUS	1677541	Registered
Australia	MICRO FOCUS	980963	Registered 9/28/00.
Australia	MISCELLANEOUS DESIGN	783280	Registered 9/7/00.
Brazil	MICROFOCUS	821,101,021 821,101,013 821,101,030 821,101,048 821,101,005 821,100,998	All filed 9/21/98.
Canada	MICRO FOCUS	0877856	Filed 5/8/98. Examination correspondence issued 12/6/00.
China	MICRO FOCUS	987,897	Registered 4/21/97.
Columbia	MICRO FOCUS	97021132	Pending
Columbia	MICRO FOCUS	202,552 202,553 202,555	All registered 10/29/97.
European Community	MAINFRAME EXPRESS	948984	Registered 1/11/00.
European Community	MICRO FOCUS	515379	Filed 4/17/97. Published 5/8/00. Opposition pending.
European Community	MISCELLANEOUS DESIGN	1047109	Registered 4/26/00.
European Community	NET EXPRESS	974824	Filed 11/3/98. Published 6/5/00. Opposition pending.
European Community	NETEXPRESS	949016	Filed 10/6/98. Published 6/21/99. Opposition pending.
Hong Kong	MICRO FOCUS	15,206 B6409 of 1997	Registered 12/3/96 Registered 8/3/95
Malaysia	MICRO FOCUS	85/08/766	Filed 5/31/99
New Zealand	MICRO FOCUS	251,744	Registered 7/27/95
Peru	MICRO FOCUS	67115	Registered
Peru	MICRO FOCUS	38772	Registered
Peru	MICRO FOCUS	011633	Registered
Peru	MICRO FOCUS	011634	Registered
Philippines	MICRO FOCUS	102,643	Filed 9/12/95
Singapore	MICRO FOCUS	7,057/95	Registered 8/1/95
South Africa	MICRO FOCUS	97/5886	Registered
South Africa	MICRO FOCUS	97/5889	Registered
South Africa	MICRO FOCUS	97/5888	Registered
South Africa	MICRO FOCUS	97/5887	Registered
South Korea	MICRO FOCUS	366,281	Registered 6/24/97

COUNTRY	MARK	APPLICATION NO./ REGISTRATION NO.	STATUS
Switzerland	MISCELLANEOUS DESIGN	468180	Registered 4/14/99.
Taiwan	MICRO FOCUS	739,821 859,503	Registered 12/15/96 Registered 7/16/99
U.K.	CISCOBOL	1113219	Registered 4/25/79.
U.K.	CISCOBOL	1113218	Registered 4/25/79.
U.K.	FILSHARE	1144348	Registered
U.K.	MICRO FOCUS	2113719	Registered 1/9/98