

01-09-2002



103232/118054

To the Honorable Commissioner

101937577

attached original documents or copy thereof.

1. Name of conveying party(ies):  
**INSIGHTFUL CORPORATION (f/k/a MathSoft, Inc.)**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-Delaware  
 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: **November 14, 2001**

2. Name and address of receiving party(ies)  
Name: **MathSoft Engineering & Education, Inc.**

Street Address: **101 Main Street**  
City: **Cambridge** State: **MA** Zip: **02142**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- **Delaware**  
 Other \_\_\_\_\_

If assigned is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation 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 Registration No.(s)  
**2,192,085 (STUDYWORKS!)**

Additional number(s) attached  Yes  No

B. Trademark Application No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Marie M. Nuguid, Senior Legal Assistant**  
Internal Address: \_\_\_\_\_  
Street Address: **Goodwin Procter LLP**  
**Exchange Place, 53 State Street**  
City: **Boston** State: **MA** Zip: **02109-2881**

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

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

8. Deposit account number: **07-1700**  
(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.*

Marie M. Nuguid, Senior Legal Asst  
Name of Person signing

*Marie M. Nuguid*  
Signature

December 10, 2001  
Date

Total number of pages include cover sheet, attachments, and document: **5 pages**

01/09/2002 LWELLER 00000059 2192085

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40.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

LIBC/1330635.1

## TRADEMARK ASSIGNMENT

WHEREAS, Insightful Corporation (f/k/a MathSoft, Inc.), a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Seller"), is the owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto together with the goodwill related thereto (hereinafter collectively referred to as the "Marks");

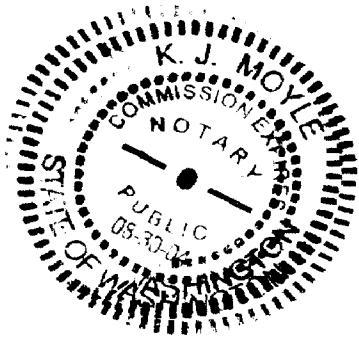
WHEREAS, MathSoft Engineering & Education, Inc., a corporation organized and existing under the laws of State of Delaware (hereinafter referred to as "Buyer"), is desirous of acquiring the entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, pursuant to the Intellectual Property Agreement, dated as of the Closing Date (as defined in said Agreement), by and between the Seller and the Buyer, Seller agreed to and did assign to Buyer all right, title and interest in and to the Marks and goodwill associated with and symbolized by the Marks, and to execute such additional instruments as may be necessary or desirable to confirm such assignment; and

WHEREAS, Buyer and Seller agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Seller hereby assigns to Buyer, its successors, legal representatives and assigns, nunc pro tunc, to the Closing Date, the entire right, title, and interest of Assignor in and to the Marks, together with the good will of the business connected with the use of and symbolized by the Marks, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

**IN WITNESS WHEREOF**, both the Seller and the Buyer hereby cause this Assignment to be executed by duly authorized officers on the date(s) indicated below.



INSIGHTFUL CORPORATION (F/K/A MATHSOFT, INC.)

By: [Signature]

Name: JAR RAMADAN

Title: CFO & SECRETARY

Date: 29 OCTOBER 2001

State of Washington )  
County of King ) ss

Subscribed and sworn to before me by the above-named Person this 29 day  
of October, 2001.

[Signature]  
Notary Public  
Name: K. J. Moyle  
Commission Expires: 30 Aug. 2004

MATHSOFT ENGINEERING & EDUCATION, INC.,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me by the above-named \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

INSIGHTFUL CORPORATION (F/K/A MATHSOFT,  
INC.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me by the above-named \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

MATHSOFT ENGINEERING & EDUCATION, INC.,

By: Michael Labinski

Name: Michael L. Labinski

Title: Director, Finance & Administration

Date: November 14, 2001

State of Mass )  
County of Suffolk ) ss

Subscribed and sworn to before me by the above-named Michael Labinski this 14 day  
of Nov, 2001.

P. O'Neil  
Notary Public  
Name: Parricia O'Neil  
Commission Expires: 4/25/02

**Schedule A**

<b><u>Trademark Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration Number/Date</u></b>
MATHCAD Class: 11	Japan	2714980 June 28, 1996
MATHCAD Class: 9	Massachusetts	38330 May 1, 1986
STUDYWORKS! Class: 9	United States of America	2,192,085 September 29, 1998

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