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01-14-2002



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U.S. Department of Commerce
Patent and Trademark Office

-EET

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

1. Name of conveying party: Merant Solutions Inc.

Individual(s) 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

Name: DataDirect Technologies
Address: 9420 Key West Avenue
Rockville, Maryland 20850

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: November 8, 2001

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: 1

7. Total fee (37 CFR 3.41)..... \$ 40
 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 LYNN

Name of Person Signing

Signature

1/11/02

Date

Total number of pages including cover sheet, attachments, and document: 11

COMMISSIONER OF PATENTS AND TRADEMARKS

BOX ASSIGNMENT

WASHINGTON D.C. 20231

01/15/2002 6TON11 00000006 1569450

01 FC:481

40.00 DP

TRADEMARK
REEL: 002420 FRAME: 0747

Schedule A

To Recordation Form Cover Sheet

MARK	REGISTRATION NO	REGISTRATION DATE	STATUS
SEQUELINK	1,569,450	December 5, 1989	Registered

1569,450


DESIGNATION OF DOMESTIC REPRESENTATIVE

John Lynn, 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 Solutions Inc. and DataDirect Technologies.

DATADIRECT TECHNOLOGIES

01/02/02

Date


Name: Edward M. Peters, Jr.
Title: Director

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of this 8th day of November, 2001 (“Effective Date”), by and between Merant Solutions Inc., a corporation organized under the laws of the state of Delaware, with offices at 9420 Key West Avenue, Rockville, MD 20850 (“Assignor”), and DataDirect Technologies, a company organized under the laws of the Cayman Islands, with offices at 9420 Key West Avenue, Rockville, Maryland 20850 (“Assignee”).

WHEREAS, Assignor’s ultimate parent company, Merant plc (“Merant”), and Assignee have entered into that certain Purchase Agreement dated September 10, 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) the United States trademark registration identified and set forth on Schedule A (the foregoing U.S. trademark registration referred to herein as the “Mark”); and (b) the goodwill of the business associated with the Mark; 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 Mark, together with the goodwill of the business with which the Mark is 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 Mark, together with the goodwill of the business with which the Mark is used, for the United

States and for all foreign countries, including any renewals and extensions of the registration 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 the Mark, 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 the Mark; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Mark including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark 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.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark in the United States.

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.

- 2 -

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

____ day of _____, 2001.

MERANT SOLUTIONS, INC.

By: Ken 

Name: Ken Sexton

Title: SVP & CFO

DATADIRECT TECHNOLOGIES

By: _____

Name: _____

Title: _____

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

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

____ day of _____, 2001.

MERANT SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

DATADIRECT TECHNOLOGIES

By: Edward M. Peters

Name: Edward M. Peters, Jr.

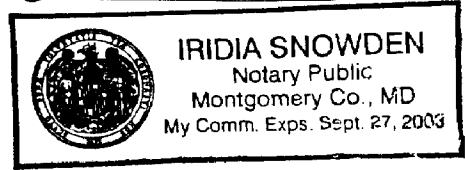
Title: Director

STATE OF)
COUNTY OF) ss.:

On this 8th day of November 2001, there appeared before me
Ken Sexton, 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 Solutions, Inc.



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 Maryland)
COUNTY OF Montgomery) ss.:

On this 6th day of November 2001, there appeared before me
Edward M. Peters Jr., 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
Data Direct Technologies

Mary K. Sykes
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 A

MARK	REGISTRATION NO.	REGISTRATION DATE	STATUS
SEQUELINK	1,569,450	December 5, 1989	Registered