

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
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):

Metagenix, Inc.

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

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

2. Name and Address of receiving party(ies)

**Ascential Software Corporation
50 Washington Street
Westboro, MA 01581**

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

3. Nature of conveyance:

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

Execution Date: March 8, 2002

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

A. Trademark Application No(s).

75722929

B. Trademark Registration No(s).

2483119

Additional numbers attached? Yes No

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

**Bruce J. Goldner, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: 2

7. Total fee (37 CFR 3.41) \$65

- All fees and any deficiencies are authorized to be charged to Deposit Account (Our Reference **065060/1**)

8. Deposit Account No. 19-2385

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.

Bruce J. Goldner



April 9, 2002

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Exhibit C**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS, dated as of March 8, 2002 ("Assignment"), by Metagenix, Inc., a Delaware corporation ("Assignor"), with its principal place of business at 1800 W. Martin Luther King Parkway, Suite 101, Durham, North Carolina 27707, in favor of Ascential Software Corporation, a Delaware corporation ("Assignee"), with its principal place of business at 50 Washington Street, Westboro, MA 01581.

WITNESSETH

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks and/or service marks listed on Attachment 1 hereto, which trademarks and/or service marks are registered or have been filed for registration in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Technology Purchase and Support Agreement, dated as of March 8, 2002 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Trademarks and the goodwill connected with and symbolized thereby, among other assets.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to the Trademarks and the registrations thereof and applications therefor, together with (i) the goodwill of the business connected with the use of and symbolized by the Trademarks, (ii) all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Trademarks, (iii) to the extent that any trademark or service mark applications included in the Trademarks are filed on the basis of Assignor's "intent to-use" such trademarks or service marks, the portion of the business to which those trademarks or service marks apply (which business is ongoing and existing), and (iv) all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Purchase Agreement.

Exhibit C page 1


Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

[Remainder of Page Intentionally Left Blank]

Exhibit C page 2

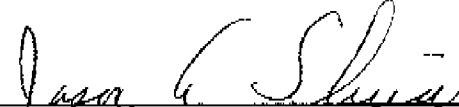
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

METAGENIX, INC. (ASSIGNOR):

By: 
Name: Vice President & General Counsel
Title:

Acknowledged and Accepted:

ASCENTIAL SOFTWARE CORPORATION (ASSIGNEE):

By: 
Name:
Title: VP Client Services

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF ORANGE)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Gloria Cabada-Leman personally known to me to be an officer of Metagenix, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 6th day of March, 2002.

CATHERINE M. EFLAND
NOTARY PUBLIC
ORANGE COUNTY, N.C.

Catherine M. Efland
Notary Public

My commission expires: 10-12-02

Exhibit C page 4

ATTACHMENT 1 TO ASSIGNMENT OF TRADEMARKSREGISTERED
TRADEMARKS AND APPLICATIONS***Pending Application***

Mark	Application No.	Filing Date
METAQUICK (CL. 9)	75/722,929	June 7, 1999

U.S. Trademark

Mark	Registration No.	Registration Date
METARECON (CL. 9)	2,483,119	August 28, 2001

Exhibit C page 7