

02-22-2002



101991000

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 1-31-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
05/17/2001
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name 05/17/2001

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

02/21/2002 6TOM11 00000038 76059308

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76/059,308"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/059,145"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kristine M. Miller

January 31, 2002

Name of Person Signing

Signature

Date Signed

BILL OF SALE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to **SHC AMBEO ACQUISITION CORP.** ("Buyer"), pursuant to Section 9504 of the Uniform Commercial Code, all of the assets and property of Ambeo, Inc. ("Debtor") in which the undersigned has a security interest ("Sale Assets"), including, without limitation, the assets and property described on Exhibit A hereto.

Any taxes, fees and the like in connection with Buyer's purchase of the Sale Assets shall be the responsibility of the Buyer. The undersigned and Buyer agree that no more than five percent of the purchase price shall be allocated to tangible personal property.

THIS SALE, ASSIGNMENT AND TRANSFER OF THE SALE ASSETS IS MADE "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Without limiting the generality of the foregoing, Buyer acknowledges that Buyer is not relying on any representation or warranty of the undersigned, express or implied. Buyer shall be responsible for obtaining possession of the assets sold hereby.

This Bill of Sale is being entered into in the State of California. This Bill of Sale shall be governed by the internal laws (and not the conflict of laws rules) of the State of California. **BUYER AND THE UNDERSIGNED WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS BILL OF SALE, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

This sale is without prejudice to the rights and remedies the undersigned now has or may hereafter acquire against Debtor, or any other party, all of which are hereby expressly reserved.

May 17, 2001

Sand Hill Capital II, LP

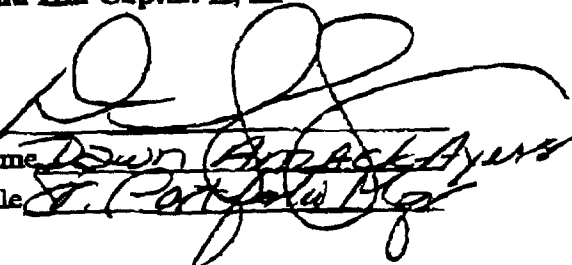
By 
Name Donna B. [unclear]
Title J. [unclear]

EXHIBIT A

All right, title and interest of Debtor in and to the following:

All Accounts;

All Inventory;

All Equipment;

All General Intangibles (including without limitation all Intellectual Property and Deposit Accounts);

All Investment Property;

All Other Property; and

Any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds and insurance proceeds of, any of the above, and all Debtor's books relating to any of the above.

As used in this Agreement, the following terms have the following meanings:

"Accounts" means "accounts" as defined in the California Uniform Commercial Code in effect on October 3, 2000 with such additions to such term as may thereafter be made, and includes without limitation all accounts receivable and other sums owing to Debtor.

"Deposit Accounts" means "deposit accounts" as defined in the California Uniform Commercial Code in effect on October 3, 2000 with such additions to such term as may thereafter be made, and includes without limitation all general and special bank accounts, demand accounts, checking accounts, savings accounts and certificates of deposit of Debtor.

"Equipment" means "equipment" as defined in the California Uniform Commercial Code in effect on October 3, 2000 with such additions to such term as may thereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers) of Debtor, and any interest of Debtor in any of the foregoing.

"General Intangibles" means "general intangibles" as defined in the California Uniform Commercial Code in effect on October 3, 2000 with such additions to such term as may thereafter be made, and includes without limitation all Intellectual Property, Deposit Accounts, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind of Debtor.

"Intellectual Property" means all (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished of Debtor, (b) trade secret rights, including all rights to unpatented inventions and know-how, and confidential information

of Debtor; (c) mask work of Debtor or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections of Debtor including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same of Debtor; (e) trademarks, servicemarks, trade styles, and trade names of Debtor, whether or not any of the foregoing are registered, and all applications of Debtor to register and registrations of Debtor of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by any such trademarks; (f) computer software and computer software products of Debtor; (g) designs and design rights of Debtor; (h) technology of Debtor; (i) all claims of Debtor for damages by way of past, present and future infringement of any of the rights included above; (j) all licenses of Debtor or other rights of Debtor to use any property or rights of a type described above. Without limitation upon the foregoing, "Intellectual Property" shall include the items listed on Schedules A, B and C attached hereto.

"Inventory" means "inventory" as defined in the California Uniform Commercial Code in effect on October 3, 2000 with such additions to such term as may thereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products of Debtor, including without limitation such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returned goods and any documents of title of Debtor representing any of the above.

"Investment Property" means all investment property, securities, stocks, bonds, debentures, debt securities, partnership interests, limited liability company interests, options, security entitlements, securities accounts, commodity contracts and commodity accounts of Debtor, and all financial assets of Debtor held in any securities account or otherwise, wherever located, and all other securities of Debtor of every kind, whether certificated or uncertificated.

"Other Property" means the following as defined in the California Uniform Commercial Code in effect on October 3, 2000 with such additions to such term as may thereafter be made, and all rights relating thereto: "documents", "instruments", "chattel paper", "letters of credit", "fixtures", and "money".

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Ambeo	76/059,308	05/30/00

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Distributed Metadata System and Method	09/151,748	

SCHEDULE C

Copyrights

<u>TITLE</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACTIVITY TRACKER CLIENT	TX 5-203-829	10/31/00
ACTIVITY TRACKER SERVER	TX 5-203-827	10/31/00
CONTENT TRACKER	TX 5-203-822	10/31/00
COST TRACKER	TX 5-203-816	10/31/00
DBWRITER		
DISPATCHER	TX 5-203-832	10/31/00
FILE EXCHANGE CLIENT	TX 5-203-834	10/31/00
FILE EXCHANGE SERVER	TX 5-203-812	10/31/00
GEM CONSOLE	TX 5-203-817	10/31/00
GEM SERVER	TX 5-203-833	10/31/00
METAEXCHANGE	TX 5-203-818	10/31/00
METAVIEW	TX 5-203-823	10/31/00
PCEXECD	TX 5-203-808	10/31/00
QUERYWATCH KNOWLEDGE MODULE	TX 5-203-830	10/31/00
REFERENCE WINDOW	TX 5-203-809	10/31/00
REFRESHMENT TRACKER	TX 5-203-825	10/31/00
SQLPACKER	TX 5-203-813	10/31/00
SQLTRAP	TX 5-203-824	10/31/00
STIREADER	TX 5-203-820	10/31/00
STIWRITER	TX 5-203-811	10/31/00
TERADATA SQLTRAP FOR MVS	TX 5-203-819	10/31/00
USAGE TRACKER CLIENT	TX 5-203-831	10/31/00
WEBSENDER	TX 5-203-826	10/31/00
WEBRECEIVER	TX 5-203-815	10/31/00
DBUPDATER	TX 5-203-814	10/31/00
ACTIVATOR	TX 5-203-821	10/31/00
WAREHOUSE SECURITY	N/A	N/A

TRADEMARK

RECORDED: 01/31/2002

REEL: 002447 FRAME: 0389