



102006685

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

1. Name of conveying party(ies):

IMind.com, LLC

FEB - 2002

- Individual(s)
- General Partnership
- Corporation-State
- Other: **NRD 2/8/2**
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: **Pegasystems Inc.**

Internal Address:

Street Address: **101 Main Street**

City: **Cambridge** Country: **MA** ZIP: **02142**

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

If assignee 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

3. Nature of conveyance:

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

Execution Date: **February 6, 2002**

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

A. Trademark Application No.(s)

75-842,800
75-837,610

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **Elijah Cocks**

Internal Address: **Choate, Hall & Stewart**

Street Address: **Exchange Place**
53 State Street

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41)..... **\$80.00**

- Enclosed
- Authorized to be charged to deposit account (if underpayment)

8. Deposit account number: **03-1721**

(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.

Elijah Cocks

Name of person signing

Reg. No. 47,499

Signature

2/8/02
Date

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

03/07/2002 LMUELLER 00000136 75842800

01 FC:481
02 FC:482

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

REFUND \$15.00
 LMUELLER 0000114854
 03/07/2002
 CHECK Refund Total:

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of February 6, 2002 by and between 1Mind.com, LLC, a Delaware limited liability company ("Assignor") and Pegasystems Inc., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, trademark registrations, service marks, service mark registrations and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, whether one or more (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor will be transferring other assets to Assignee pursuant to a Bill of Sale, Assignment and Assumption Agreement dated as of February 6, 2002;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's 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): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the

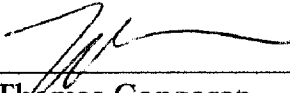
Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional 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 any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of this 6th day of February 2002.

1MIND.COM, LLC

By: 
Thomas Congoran
President

STATE OF NEW HAMPSHIRE

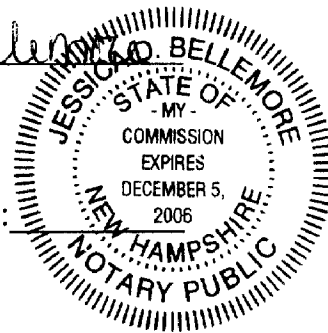
Date: February 4, 2002

COUNTY OF Merrimack, ss.

Then personally appeared Thomas Congoran, who acknowledged that he is the President of 1Mind.com, LLC and that he executed the foregoing Assignment on behalf of 1Mind.com, LLC as his free act and deed, before me.

Jessica D. Bellemore
NOTARY PUBLIC

My Commission Expires:



IN WITNESS WHEREOF, the undersigned hereby accepts the assignment provided for within the foregoing Trademark Assignment Agreement as of this 6th day of February 2002.

PEGASYSTEMS INC.

By: Richard N. Jones
Name: Richard H. Jones
Title: President

Schedule A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark/Service Mark</u>	<u>Application No.</u>
1Mind.com	75-842,800
1Mind	75-837,610

Trademark Assignment Agreement
3361466

RECORDED: 02/08/2002

**TRADEMARK
REEL: 002456 FRAME: 0740**