

04-10-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner c.

102049075

Original document or copy thereof.

1. Name of conveying party: BUSINESS ENGINE SOFTWARE CORPORATION

3-29-02

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation - State CALIFORNIA
Other

Additional names of conveying parties attached? Yes [] No [X]

2. Name and address of receiving party:

Name: MICROSOFT CORPORATION

Internal Address:

Street Address: ONE MICROSOFT WAY

City: REDMOND State: WA ZIP: 98052

- Individual(s) citizenship
Association
General Partnership Limited Partnership
[X] Corporation - State WASHINGTON
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [] No [X]

(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached: Yes [] No [X]

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other

Execution Dates:
1) 12/12/01 3)
2) 4)

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,908,227

Additional numbers attached? Yes [] No [X]

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

Name: Seed Intellectual Property Law Group PLLC

Internal Address:

Street Address: 701 Fifth Avenue, Suite 6300

City: Seattle State: WA ZIP: 98104-7092

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00

[X] Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-1090

(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.

WILLIAM O. FERRON, JR

Name of Person Signing

Signature

Signature

March 22, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

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TRADEMARK REEL: 002478 FRAME: 0985

Trademark Agreement

WHEREAS, Business Engine Software Corporation, a California corporation (hereinafter referred to as "Assignor"), having a place of business located at 100 Bush Street, 22nd Floor, San Francisco, California 94104, owns, and is using the trademark which is registered in the United States Patent and Trademark Office as set forth below (hereinafter referred to as the "Trademark"):

REGISTRATION NO.	MARK
1,908,227	PROJECTSERVER

WHEREAS, Microsoft Corporation, a Washington corporation (hereinafter referred to as "Assignee"), having a place of business located at One Microsoft Way, Redmond, Washington 98052, is desirous of acquiring all right, title and interest in and to the Trademark, including any choses in action relating to said Trademark, together with the goodwill of the business symbolized by the Trademark and any registrations thereof, including the registration set forth above; and

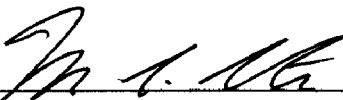
WHEREAS, it is desired that the assignment of the Trademark be made a matter of record in the United States Patent and Trademark Office. For the purpose of recordation of this assignment in the Patent and Trademark Office, assignee has also executed a standard assignment document attached as Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest in and to the Trademark, including any choses in action relating to said Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment,

together with the goodwill of the business symbolized by the Trademark, and including the registration thereof as set forth above, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademark, all without further compensation to Assignor.

In connection with this Agreement, Assignor has assigned to Assignee the registered trademark PROJECTSERVER. Assignee hereby grants to Assignor a license to continue to use such trademark, for the purposes and in the manner in which the same was used prior to assignment thereof to Assignee, for a period of three years following the date of this Agreement. So long as Assignor's use conforms to the aforementioned purposes and manner, such license shall continue in effect for the entirety of such period.

BUSINESS ENGINE SOFTWARE CORPORATION

By: 
Name: _____
Title: MARK S. STRAUCH
VP, General Manager