

05-14-2002



EET

102089373

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

1. Name of conveying party(ies): M2S Sverige AB
(a Sweden Public Limited Company)

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership - State -
- Other Sweden Public Limited Company

5-3-02

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

2. Name and address of receiving party(ies):

Name: SmartForce PLC

Street Address: Belfield Office Park

City Clonskeagh, Dublin 4 Ireland State _____

Zip _____

- Individual(s) Citizenship
- National Banking Association

General Partnership

Limited Partnership

Corporation -

Other Irish Company

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
- Merger
- Change of Name
- Other

Execution Date: January 21, 2001

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

A. Trademark Application No. (s)

Additional numbers attached? Yes No

B. Trademark Registration No. (s) 2,361,024 (Penguin Design and 2,322,738 (M2S & Design)

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

Mitra N. Vahdat
Miller & Martin LLP
1000 Volunteer Building
832 Georgia Ave.
Chattanooga, TN 37402-2289
(404) 962-6461

6. Total number of applications and registrations involved: 2

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 13-3403

(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.

April 24, 2002
Date

Mitra N. Vahdat
Signature

Mitra N. Vahdat
Name of Person Signing

Total number of pages including cover sheet: 15

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

RECORDED
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FINANCE SECTION

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01 FC:481
02 FC:482

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25.00 OP

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TRADEMARK
REEL: 2504 FRAME: 0661

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: MISCELLANEOUS DESIGN
Reg. No.: 2,361,024
Registration Date: June 27, 2000
Owner: SmartForce PLC, by assignment from
M2S Sverige AB
(an Irish Company)
Belfield Office Park
Clonskeagn Dublin
4 Ireland

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS

DOMESTIC REPRESENTATIVE

The owner hereby designates the following individual as its representative upon whom notice or process in proceedings affecting the mark may be served:

Mitra N. Vahdat, Esq.
Miller & Martin LLP
Suite 1000 Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402

Miller & Martin LLP

Date: April 24, 2002

Mitra N. Vahdat
Mitra N. Vahdat
Reg. No. 43,965
Attorney for Registrant,
SmartForce PLC
Suite 1000 Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402-2289
(404) 962-6461

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: M2S & Design
Reg. No.: 2,322,738
Registration Date: February 29, 2000
Owner: SmartForce PLC, by assignment from
M2S Sverige AB
(an Irish Company)
Belfield Office Park
Clonskeagn Dublin
4 Ireland

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS

DOMESTIC REPRESENTATIVE

The owner hereby designates the following individual as its representative upon whom notice or process in proceedings affecting the mark may be served:

Mitra N. Vahdat, Esq.
Miller & Martin LLP
Suite 1000 Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402

Miller & Martin LLP

Date: April 24, 2002

Mitra N. Vahdat
Mitra N. Vahdat
Reg. No. 43,965
Attorney for Registrant,
SmartForce PLC
Suite 1000 Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402-2289
(404) 962-6461

Agreement on Transfer of Rights

between

M2S Sverige Aktiebolag's Bankruptcy Estate, 556375-7011, c/o Rolf Åbjörnsson, Advokatfirman Lindahl, Box 14240, 104 40 Stockholm, Sweden ("Seller")

and

SmartForce PLC Belfield Office Park Clonskeagh Dublin 4 Ireland ("Purchaser")

regarding

Sale and Purchase of Intellectual Property Rights related to E-learning Business

The Seller and the Purchaser are also referred to as "Party" or "Parties".

Preamble

1. M2S Sverige Aktiebolag, a stock company incorporated under the laws of Sweden (hereinafter referred to as the "Bankrupt Company"), develops and markets e-learning products, which enable companies to educate and align their staff, partners and customers.
2. The Bankrupt Company was declared bankrupt at the District Court Stockholm on 31 October 2001.



3. According to information and documentation provided by the management of the Bankrupt Company, the Bankrupt Company is the sole owner of the copyrights and all other intellectual property rights related to (i) certain trademarks and (ii) certain computer programs and (iii) the registered holder of the domain names, including, but not limited to, the rights specified in Appendix 0.3. The Parties are aware that Appendix 0.3 may not be exhaustive, but that it is the Parties' intention that all intellectual property rights owned by the Bankrupt Company shall be transferred to the Purchaser, regardless of whether the rights are listed in Appendix 0.3 or not (hereinafter referred to as the "Intellectual Property Rights").

4. The Purchaser wants to purchase and become sole owner of the Intellectual Property Rights and the Seller wishes to sell and transfer all the Intellectual Property Rights owned by the Bankrupt Company to the Purchaser.

In consideration of the foregoing, the Parties agree as follows:

1. **Transfer of Intellectual Property Rights**

Seller transfers to Purchaser all Intellectual Property Rights owned by the Bankrupt Company, together with any source code and documentation related to the Intellectual Property Rights, including – to the extent the Bankrupt Company has such rights - the right to make the Intellectual Property Rights available to the public and to distribute the Intellectual Property Rights and the material contained therein throughout the world, in all forms and languages, and in all media of expression now known or later developed, and to license or permit others to do so. The transfer of the Intellectual Property Rights to the Purchaser includes the right for the Purchaser to change, adapt and transform the Intellectual Property Rights, as well as the right to transfer the copyright ownership to a third party.

A handwritten signature in black ink, appearing to be 'Dad' followed by a stylized flourish.

2. Exclusion of Representations and Warranties

2.1 The Purchaser is fully aware that the Seller is a bankruptcy estate and only has very limited knowledge of the Intellectual Property Rights, their ownership, encumbrances etc. Hence, the Seller does not give any representations or warranties with regard to the Intellectual Property Rights and the related computer programs. In particular, but not limited to, the Seller does not give any warranties,

- that the Bankrupt Company has unrestricted title and right of disposal over all intellectual property rights specified in Appendix 0.3, and that the Bankrupt Company's ownership is free and clear of any liens, claims, options, charges or other encumbrances;
- that the Intellectual Property Rights and the related computer programs do not infringe on any third party's intellectual property rights, or do not contain material, source code or instructions that might infringe on any third party's intellectual property rights;
- that the Intellectual Property Rights, the related computer programs or the source code for the computer programs have a certain quality or condition;
- that, in order for Purchaser to disseminate the Intellectual Property Rights and the related computer programs to the fullest extent throughout the world, the Intellectual Property Rights and the related computer programs are not subject to any other intellectual property rights.
- that the Intellectual Property Rights and the related computer programs are Seller's original work.

2.2 In view of the foregoing, all explicit or implied representations or warranties which might exist under statutory law or otherwise are excluded to the extent legally permissible.



2.3 Without limitation of the provisions under Section 2.1 – 2.2, it is noted that to the Seller's actual knowledge, as of the Closing Date, the Intellectual Property Rights do not infringe on any third party's intellectual property rights, nor has Seller been expressly notified of any such infringement.

3. Source Code

Purchaser shall receive, provided that such items are available to the Seller, one complete copy of the source code and one complete copy of the related documentation to the computer programs included in the Intellectual Property Rights, both laid down in a disc, compact disc, magnetic tape or other form of media in machine readable form.

4. Trademarks and Domain Name Registrations

Purchaser shall receive, provided that such documentation is available to the Seller, the trademark registration certificates and the documentation regarding applications for trademark registrations to the trademarks included in the Intellectual Property Rights as well as the registration certificates for the domain names included in the Intellectual Property Rights. The Seller undertakes to, also after the transfer of the Intellectual Property Rights, execute such documents and carry out such acts as may still be necessary to perform the transfer of the Intellectual Property Rights.

5. Purchase Price

The purchase price to be paid by Purchaser to Seller for the transfer of the Intellectual Property Rights amounts to USD 2,415,000 (in words: US Dollar twomillionfourhundredfifteenthousand). The purchase price shall be paid to Seller at the Closing Date, as specified in Section 3 of the Purchase Agreement, by transfer of immediately available funds to a client account at

Coudert Brothers Schürmann & Grönberg Advokatbyrå KB, Birger Jarlsgatan 16, 10391 Stockholm, Sweden, the number of which will be notified to the Parties prior to Closing, with the instruction that the funds on the client account may be released to Seller in the amount of the Purchase Price upon confirmation that Bure Equity has paid SEK 20,000,000 (Swedish Kronor twenty million) for the share in Prokoda Training & Services GmbH.

6. Conditions Precedent

All transfers in accordance with this Agreement are made under the condition that the conditions precedent in accordance with Section 1.4 of the Purchase Agreement entered into between the Parties on the date of this Agreement have been fulfilled.

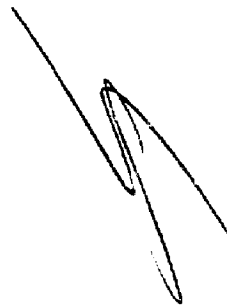
7. Maintenance and Support

Seller has no responsibility for the future maintenance and support vis-à-vis the Purchaser with regard to the computer programs included in the Intellectual Property Rights. Neither will Seller have any demands towards Purchaser with respect to maintenance or support with regard to the computer programs included in the Intellectual Property Rights.

8. Governing Law, Place of Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Sweden. Place of jurisdiction for any disputes out of or in connection with this Agreement shall be Stockholm.





This Agreement has been executed by the Parties' duly authorized officers in two copies of which the Parties have taken one each.

Date: Jan 23 / 2001

Place: Atlanta

**M2S SVERIGE AKTIEBOLAG'S
BANKRUPTCY ESTATE**

SMARTFORCE PLC

By: Mr. Rolf Åbjörnsson
Title: Bankruptcy Trustee

By: [Signature]
Title: VP + CFO

ROLF ÅBJÖRNSSON
Advokat

1. SOFTWARE - SOURCE CODE

According to a memo drafted by M2S Sverige AB, the company is the owner of the following software, tools, clients, technology, products and platforms:

(* = Managed and developed in Germany, otherwise it is developed and managed in Sweden. All localisation and translation of the products is done locally in each country but the copyright is vested in M2S Sverige AB)

Clients:

Wit 16-bit client	Older learning client
Wit Plugin and ActiveX	Plugin/AX for playing Wit content
Wit DHTML/Javascript	Player for Wit-Courses
Wit at home CD solution	CD solution around the ActiveX
AD plugin*	Plugin component to play TutorWin office content
LES Plugin*	Plugin component to play TutorWin ERP content

Platforms; servers and administrative software:

Wit Online server	Older server software
Wit teacher	Older training manager monitoring tool
Wit Administrator	Older tool for managing licences etc.
M2S Learning Manager (MLM)*	Web-based system for managing learning content (ASP based at EDS)*
M2S Learning Content Manager (M2S LCM)*	Smaller system for managing learning content and some simpler reports
M2S LCM CD*	CD-version of the LCM

Production tools:

WitMake 3(aka) Komodo + Compiler (needs key)	Production tools for the Wit Courses. When activated, it can also compile content (requires a key)
SAP Production Tools (SPT)*	The tool to create SAP and other (future) simulated course titles
SkillCheck*	Standalone assessment tool for the German market and for all kinds of M2S courses
WitMake 1.xx (2G)	Older version of WitMake
Wit 2G Compiler	Compiler for older version of WitMake

Products (in brief):**1. Wit Desktop**

- standard e-learning products for the most common software products such as Notes and Microsoft. Available in eleven languages. In the Wit-programs the student works both in real application and in the teacher window.

2. Wit Custom

- customized e-learning products for the customers own, specific software. Possible to produce and deliver in any language. Produced with M2S Tools.

3. TutorWin Desktop

- standard e-learning products for the most common software products such as Notes and Microsoft. Available in four languages, but mostly in German. In the TutorWin-programs the student works in a simulated environment.

4. TutorWin SAP

- standard and customized e-learning products for the financial ERP-system SAP. The standard titles are for the most common modules and then there is a possibility with the new tools to produce customized training programs for the customers own specific modules. Available in four languages, but mostly in German. In the TutorWin-programs the student works in a simulated environment.

According to oral information from Mr. Linglöf, the versions of the German products (the TutorWin products) produced before M2S Sverige's purchase of Prokoda, belongs to Prokoda and the ownership of the German products developed after the purchase belongs to M2S Sverige.

5. Various soft skill products

- training or information programs in various areas. Produced with different tools, both standard tools and also to some extent with M2S tools.

2. TRADE MARKS

All trade mark registrations or applications below are owned by M2S Sverige.

Unless stated otherwise, all registrations and applications cover the goods and services in international classes 9, 16, 41 and 42.

2.1 Sweden

Mark	Appl. or reg. no.
New M2S logo	reg.no. 249.205
Wit	reg.no. 327.005
The penguin logo	reg.no. 309.340
Old M2S logo	reg.no. 329.168
Multimedia Software M2S	reg.no. 309.341
Wit CD-ROM	reg.no. 308.513
Wit ON-LINE	reg.no. 330.123
Wit BALI	reg.no. 330.124
wit@home	appl.no. 99-03323
wit@hemma	appl.no. 99-03324

2.2 Norway

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit	reg.no. 197093
The penguin logo	reg.no. 189644
Old M2S logo	reg.no. 189645

2.3 Denmark

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit	reg.no. VR 01.904 1997
The penguin logo	reg.no. VR 01.902 1997
Old M2S logo	reg.no. VR 01.903 1997

2.4 Finland

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit	reg.no. 210120
The penguin logo	reg.no. 209155
Old M2S logo	reg.no. 209156

2.5 Germany

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit	reg.no. 397 07 035
The penguin logo	reg.no. 397 07 033
Old M2S logo	reg.no. 397 07 034

2.6 Spain

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049 (preliminary refusal decision)
Wit + the penguin logo	reg.no. 2.093.778/4 (class 9), 2.093.775/ (class 16), 2.093.784/9 (class 41), 2.093.781/4 (class 42)
The penguin logo solely	reg.no 2.093.777/6 (class 9), 2.093.774/1 (class 16), 2.093.783/0 (class 41), 2.093.780/6 (class 42)
Old M2S logo + multimedia software Scandinavia AB	reg.no. 2.093.776/8 (class 9), 2.093.773/3 (class 16), 2.093782/2 (class 41), 2.093.779/2 (class 42)

2.7 England

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049 (preliminary refusal decision)
Wit	reg.no. 2135631
The penguin logo	reg.no. 2151279 (class 9, 41 and 42)

2.8 Ireland

Mark	Appl. or reg. no.
New M2S logo	appl. no. 2000/01164
New Wit + penguin logo	appl.no. 2000/01163 (class 9, 41 and 42)

2.9 Switzerland

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit	reg.no. 452951
The Penguin	reg.no. 453435
Old M2S logo	reg.no. 453434

2.10 Austria

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit	reg.no. 173 845
The penguin	reg.no. 173 688
Old M2S logo	reg.no. 175 260

2.11 Benelux

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit (WIPO)	reg.no. 712 177
The penguin (WIPO)	reg.no. 720 873
Old M2S logo (WIPO)	reg.no. 712 165

2.12 France

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit (WIPO)	reg.no. 712 177
The penguin (WIPO)	reg.no. 720 873
Old M2S logo (WIPO)	reg.no. 712 165

2.13 Estonia

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit (WIPO)	reg.no. 712 177
The penguin (WIPO)	reg.no. 720 873
Old M2S logo (WIPO)	reg.no. 712 165

2.14 Poland

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit (WIPO)	reg.no. 712 177 (preliminary refusal decision)
The penguin (WIPO)	reg.no. 720 873
Old M2S logo (WIPO)	reg.no. 712 165

2.15 The Czech Republic

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit (WIPO)	reg.no. 712 177
The penguin (WIPO)	reg.no. 720 873
Old M2S logo (WIPO)	reg.no. 712 165

2.16 Slovakia

Mark	Appl. or reg. no.
Wit (WIPO)	reg.no. 712 177
The penguin (WIPO) 3	reg.no. 720 87

2.17 Hungary

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit (WIPO)	reg.no. 712 177
The penguin (WIPO)	reg.no. 720 873
Old M2S logo (WIPO)	reg.no. 712 165

2.18 Portugal

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit (WIPO)	reg.no. 712 177
The penguin (WIPO)	reg.no. 720 873

2.19 Italy

Mark	Appl. or reg. no.
New M2S logo (WIPO)	reg.no. 733 049
Wit 0	appl.no. MI99C 00335
The penguin	appl.no. MI99C 003351
Old M2S logo	appl.no MI99C 003349

2.20 Australia

Mark	Appl. or reg. no.
Wit	reg.no. 744362
The penguin	appl.no. 744363 (preliminary refusal decision)

2.21 Brasil

Mark	Appl. or reg. no.
New M2S logo	appl.no. 822519291 (class 42), 822519283 (class 41), 822519275 (class 16), 822519267 (class 9)
New Wit + penguin logo	appl.no. 822998815 (class 42), 822998823 (class 41), 822998831 (class 16), 822998840 (class 9)

2.22 Canada

Mark	Appl. or reg. no.
Wit	appl.no. 843,336
The penguin logo	appl.no. 843,316
Old M2S logo	appl.no. 843,335

2.23 USA

Mark	Appl. or reg. no.
The penguin logo	reg.no. 2,361,024 (registration should be cancelled according to co-existence agreement with Penguin Books Ltd.)
Wit	appl.no. 75/283,823
Old M2S logo	reg.no. 2,322,739

2.24 South Africa

Mark	Appl. or reg. no.
Wit	appl.no. 09819321 (class 9), 09819322 (class 16), 09819323 (class 41), 09819324 (class 42)
The penguin logo	appl.no. 09819325 (class 9), 09819326 (class 16), 09819327 (class 41), 09819328 (class 42)

3. DOMAIN NAMES