

1-31-92



102158846

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

1. Name of conveying party(ies):  
**Computer Associates International, Inc.**

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

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Metacreations Corporation**  
Address: **498 Seventh Avenue**  
**Suite 1810**  
**New York, NY 10018**

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(s) attached:  Yes  No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement     Change of Name  
 Other:

Effective Date: As of September 8, 2000

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional Numbers attached?  Yes  No

B. Trademark Registration No.(s)

**READYSETS 1932714**  
**LIVESTYLES 2237347**  
**MOTIONSETS 2151096**  
**THINKFISH 2154742**

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

Name: Dana R. Kaplan, Esq.  
Address: KENYON & KENYON  
One Broadway  
New York, New York 10004

6. Total number of applications and registrations involved: **Four (4)**

7. Total fee (37 C.F.R. 3.41) ..... \$ **115.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **11-0600**

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.*

Karen L. Feisthamel            June 18, 2002  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments and documents: **5**

OMB No. 0651-0011 (exp. 4/94)  
Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington DC 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

**CONFIRMATORY TRADEMARK ASSIGNMENT**

WHEREAS, COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware Corporation ("Assignor"), owned all right, title and interest in and to the trademarks and associated registrations and applications as set forth in the attached schedule, as well as the goodwill of the business symbolized thereby and associated therewith (collectively, the "Trademarks");

WHEREAS, METACREATIONS CORPORATION, a Delaware Corporation ("Assignee"), was desirous of acquiring all rights to the Trademarks, as well as all of the goodwill of the business symbolized thereby and associated therewith;

WHEREAS, pursuant to the terms of a certain Stock Purchase Agreement, dated as of August 23, 2000 by and between Assignor and Assignee with respect to all of the outstanding capital stock of Viewpoint Digital, Inc., Assignor agreed to assign, sell and transfer unto Assignee, any and all right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks.

NOW, THEREFORE, pursuant to the terms of that certain Stock Purchase Agreement, dated as of August 23, 2000 by and between Assignor and Assignee with respect to all of the outstanding capital stock of Viewpoint Digital, Inc., and in consideration of the promises and the mutual covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which were acknowledged, Assignor did assign, sell and transfer unto


Assignee, any and all right, title and interest in and to the Trademark, together with the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law rights in and to the Trademark and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor agreed that it shall supply Assignee with any and all further documents reasonably requested and necessary to effectuate or evidence this Assignment.

Assignor assigned the Trademark as part of that portion of the business to which the Trademark pertained, as required by Section 10 of the Trademark Act (15 U.S.C. § 1060).

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the 8th day of September, 2000.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

  
Name: Michael A. McElroy  
Title: Senior Vice President & Secretary

STATE OF New York )  
 ) SS:  
COUNTY OF Suffolk )

On this 14 day of June, 2002, before me personally came Michael A. McElroy

personally known to me (or proved to me on the basis of satisfactory evidence) to be the

Senior Vice President & Secretary of COMPUTER ASSOCIATES INTERNATIONAL, INC., the entity in and which

executed the foregoing instrument; who duly acknowledged the signing of the foregoing

instrument to be a voluntary act and deed; and who executed the same with full power and

authority to do so on behalf of and with the authority of the above-named entity, and for the

purposes therein specified.

[Signature]  
Notary Public  
James M. Black  
(Printed Name)

My Commission Expires: 8/23/03

JAMES M. BLACK  
Notary Public, State of New York  
No. 4887365  
Qualified in Nassau County  
Commission Expires February 23, 2003

SCHEDULE TO  
CONFIRMATORY TRADEMARK ASSIGNMENT

U.S. TRADEMARK

U.S. REGISTRATION NO.

LIFESTYLES  
MOTIONSETS  
READYSETS  
THINKFISH

2237347  
2151096  
1932714  
2154742

CANADIAN TRADEMARK

CANADIAN APPLICATION NO.

VIEWPOINT VISUALIZATION

1063918

U.K. TRADEMARK

U.K. APPLICATION NO.

VIEWPOINT VISUALIZATION

2236739