

1-31-92

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To the Honorable Commissioner of Patents a.

102162505

original documents or copy thereof.

1. Name of conveying party(ies):

Computer Associates International, Inc.

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

Association

Limited Partnership

6-18-02

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:

JUN 18 2002

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

Effective Date: As of September 8, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

READYSETS 1932714
LIFESTYLES 2237347
MOTIONSETS 2151096
THINKFISH 2154742

Additional Numbers attached? Yes No

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

07/19/2002 DBYRME 00000167 110600 1932714

9. Statement and signature.

01 FC:487 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.
02 FC:482 75.00 CH

Karen L. Feisthamel
Name of Person Signing

June 18, 2002
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

Word 392458

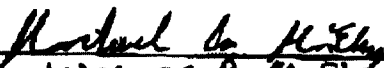
Assignee, any and all right, title and interest in and to the Trademark, together with the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law rights in and to the Trademark and the right to sue and recover for, and the right to profits 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

Word 392458

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

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

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: 8/27/03

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

*** TOTAL PAGE 05 ***

TRADEMARK

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RECORDED: 06/18/2002 JUN-17-02 8:05 AM

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