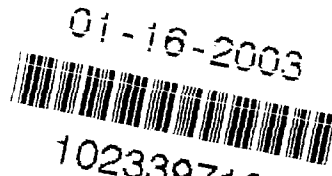


OFFICE OF PUBLIC RECORDS

2003 JAN 13 PM 12:17



FINANCE SECTION RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1-13-03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/15/2003 DBYRNE 00000161 1325541

01 FC:8521 40.00 DP

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

TRADEMARK
REEL: 002650 FRAME: 0233

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1325541"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Thomas R. FitzGerald, Esq.

4/7/03

Name of Person Signing

Signature

Date Signed

TRADEMARK AGREEMENT AND ASSIGNMENT

WHEREAS, INPRISE CORPORATION ("INPRISE"), a Delaware corporation, having its principal offices at 100 Enterprise Way, Scotts Valley, California 95066 is the equitable owner, directly or by virtue of mergers, acquisitions and/or name changes of a United States Trademark Registration No. 1,325,541 dated March 19, 1985 for the mark of dBASE, and is the equitable owner, directly or by virtue of mergers, acquisitions and/or name changes of certain other co-related foreign and domestic trademark applications and registrations for the mark of dBASE. INPRISE is also the owner of the domain name "visualdbase.com".

WHEREAS, dBASE INC., ("dBASE INC."), a New York corporation, having its principal offices at 512 Reynolds Road D-12, Johnson City, New York 13790, is desirous of acquiring said trademark applications and registrations for the mark, and any trademark rights thereof, along with said domain name, pursuant to a License Agreement for dBASE dated March 4, 1999, between INPRISE CORPORATION and dBASE INC., formerly known as KSOFT, INC.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, INPRISE hereby assigns to dBASE INC. all of INPRISE's right, title and interest in the United States and worldwide in and to the trademark applications and registrations for the mark, and any trademark rights thereof, together with the goodwill of the business symbolized by the mark and the right to sue for any past infringement. INPRISE also hereby assigns to dBASE INC. all of INPRISE's right, title and interest in the United States and worldwide in and to said domain name, together with the goodwill of the business symbolized by said domain name.

INPRISE does not warrant that the mark, the trademark applications, the trademark registrations and/or the domain name are valid or were valid, or were validly filed or validly issued, or that they are currently in force or effect. dBASE INC. understands and agrees that by this Agreement and Assignment it is taking only whatever right, title and interest, if any, INPRISE currently has in the mark, the trademark applications, the trademark registrations, and the domain name, i.e., a quitclaim interest, on an "AS IS" basis, without representations, warranties or indemnities of any type.

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their subsidiaries, successors, assigns, and related companies, and shall be construed and governed in accordance with California law.

Executed by the Parties this 17 day of FEBRUARY, 2000.

INPRISE CORPORATION

dBASE INC



By: [Signature]

By: [Signature]

Name: Dale Fuller

Name: A.A. Kov

Title: CEO

Title: PRESIDENT

TRADEMARK