

03-05-2003

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

Form PTO-1504
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/200)
Tab settings



102381519

To the Honorable Commissioner

1. Name of conveying party(ies): 2-28-03
Information Management Associates, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: AIT (USA), Inc.
Internal Address:
Street Address: 639 Research Parkway
City: Meriden State: CT Zip: 06450
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **OR**
 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(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 09/17/2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75868451 and 76230178

B. Trademark Registration No.(s) 2357962, 1648669 2103029, 2367598, 1543337, 2097263
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jennifer Shmulewitz
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 75 E. 55th Street
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41).....\$ 240
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Jennifer Shmulewitz Name of Person Signing
J Shm Signature
2/25/03 Date
Total number of pages including cover sheet, attachments, and document: 13

03/04/2003 SHELLER 00000149 75868451
01 20:45:51
02 20:45:52

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002683 FRAME: 0352

4.B. Additional Trademark Registration No.: 2516131

ASSIGNMENT OF TRADEMARKS

WHEREAS pursuant to an Asset Purchase Agreement dated the 10th day of August, 2001 (the "Purchase Agreement") by and between AIT (USA), Inc., a corporation organized under the laws of Ohio, the full post office address of whose principal office or place of business is 1111 Superior Avenue, #1225, Cleveland, Ohio 44114 (the "Assignee"), Information Management Associates, Inc., a corporation organized under the laws of the State of Connecticut, the full post office address of whose principal office or place of business is 639 Research Parkway, Meriden, Connecticut 06450 (the "Assignor") and AIT Group plc, a corporation organized under the laws of England, the full post office address of whose principal office or place of business is The Smith Centre, Fairmile, Henley-on-Thames, Oxfordshire RG9 6AB, United Kingdom (the "Guarantor"), Assignor agreed to sell and the Assignee agreed to purchase certain property and assets of Assignor;

AND WHEREAS pursuant to the Purchase Agreement, the Assignee agreed to purchase the whole right, title and interest in and to the trademarks owned by Assignor including applications and registration therefore as set out on Schedule A (the "Trademarks");

AND WHEREAS pursuant to an order (the "Order") of the United States District Court of Connecticut, New Haven Division (the "Court") dated the 6th day of September, 2001, made pursuant to 11 U.S.C. §§363, 365 AND 1146(c) and Fed. R. Bankr. P. 6004 and 6006, which is attached hereto as Schedule B, the Assignor is directed and authorized to complete the transactions contemplated under the Purchase Agreement, including the assignment of Assignor's Trademarks to the Assignee;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and

pursuant to the terms of the Purchase Agreement, the Assignor does irrevocably sell, assign and transfer unto the Assignee, its successors and assigns, all of Assignor's right, title and interest in the United States and worldwide in and to any and all of the Trademarks, including their respective applications and registrations, together with the goodwill of any and all business carried on in association with and symbolized by the Trademarks, the same to be held by the Assignee, its successors and assigns, as fully and effectively as they would have been held by the Assignor had this sale, assignment and transfer not been made.

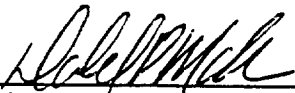
AND the recording or registration of the assignments of the Trademarks granted hereunder shall be in the sole discretion of, and shall be the sole responsibility of the Assignee, however, the Assignor agrees to execute any instruments necessary, and do all other things necessary, to vest title to the Trademarks in Assignee pursuant to the Purchase Agreement, and to assist Assignee in the recordation and registration of such assignments with the U.S. Patent and Trademark Office.

[Signature Page Follows]

4404.1
1987-2001

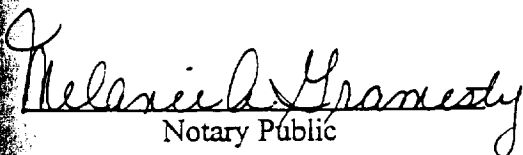
This assignment is effective this 17 day of Sept, 2001 executed at New York,
New York, this 17 day of Sept, 2001.

INFORMATION MANAGEMENT
ASSOCIATES, INC.

By: 
Name: Donald P. Miller
Title: Chief Executive Officer

STATE (COUNTRY) OF Connecticut)
COUNTY (CITY) OF New Haven) ss. :

Subscribed and sworn to before me this
14th day of September, 2001.


Notary Public

MELANIE A. GRAMESTY
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2006

AT4404.1
0067-2001

SCHEDULE A

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>STATUS</u>
CYBEREDGE	75268857	2357962	Registered
EDGE	73555637	1648669	Registered
EFORTIFY	75868451	N/A	Pending
IMA (stylized)	75140144	2103029	Registered
IMA (stylized)	75612798	N/A	Pending
LEVEREDGE	75540673	2367598	Registered
LINKEDGE	76230178	N/A	Pending
TELEBUSINESS	73719159	1543337	Registered
TELEMAR	75140143	2097263	Registered

414404.1
30867-2001

SCHEDULE B

414404.1
30867-2001

TRADEMARK
REEL: 002683 FRAME: 0358

original which is on file at the Office of the Clerk
Pamela M. G. [Signature] 9/12/01
Deputy Clerk, U.S. Bankruptcy Court Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
NEW HAVEN DIVISION

In re:

INFORMATION MANAGEMENT :
ASSOCIATES, INC. dba IMA. : CHAPTER 11
Debtor : CASE NO. 00-33268

ORDER UNDER 11 U.S.C. §§363, 365 AND 1146(c) AND FED. R. BANKR. P. 6004 AND 6006 (A) APPROVING SALE OF ASSETS OF DEBTOR FREE AND CLEAR OF ALL LIENS, CLAIMS, AND INTERESTS (B) DETERMINING THAT THE SALE IS EXEMPT FROM ANY STAMP, TRANSFER, RECORDING OR SIMILAR TAX (C) AUTHORIZING DEBTOR TO ASSUME AND ASSIGN EXECUTORY (D) AUTHORIZING DEBTOR TO REJECT RELATED EXECUTORY AGREEMENTS (E) AUTHORIZING THE DEBTOR TO COMMENCE APPROPRIATE INSOLVENCY PROCEEDINGS ON BEHALF OF ITS SUBSIDIARIES IN THE UNITED KINGDOM AND AUSTRALIA AND (F) AUTHORIZING THE DEBTOR TO COORDINATE ANY SUCH FOREIGN INSOLVENCY PROCEEDINGS AS MAY BE NECESSARY

Upon the motion (the "Motion") of the above-captioned debtor and debtor-in-possession (the "Debtor") for an order under 11 U.S.C. §§363, 365 and 1146(c) and Fed. R. Bankr. P. 6004 and 6006 (a) approving the terms of the sale of Assets to AIT (USA), Inc. ("AIT") free and clear of all liens, claims and interests, (b) determining that the sale is exempt from any stamp, transfer, recording or similar tax, (c) authorizing the Debtor to

¹Except as otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed for them in the Motion.

assume and assign certain executory contracts, (d) authorizing the Debtor to reject certain executory agreements related thereto, (e) authorizing the Debtor to commence appropriate insolvency proceedings on behalf of its subsidiaries in the United Kingdom and Australia, including without limitation the authority to transfer assets and settle liabilities pursuant to such insolvency proceedings and (f) authorizing the Debtor to coordinate any such foreign insolvency proceedings as may be necessary in aid of this proceeding and in connection with the closing of the proposed sale of the Assets; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED AND DECLARED THAT:

A. Due and proper notice of the Motion has been given to various creditors, equity security holders, parties in interest, governmental authorities and all non-debtor parties to unexpired leases and executory contracts that will constitute either Acquired Agreements or Unneeded Agreements and no other or further notice is required.

B. No objections have been filed, or, if filed, have been withdrawn or determined in a manner consistent with this Order;

C. The Debtor has exercised sound business judgment in deciding to sell the Assets;

D. The Debtor and AIT negotiated the terms of the Agreement in good faith, without collusion and the offer was negotiated at arm's length;

E. The purchase price offered by AIT for the Assets is fair and reasonable.

F. The sale of the assets will facilitate the formulation and confirmation of a plan of reorganization and is in the best interests of the Debtor, its estate, its creditors and other parties-in-interest.

G. The Debtor has exercised sound business judgment in deciding to assume and assign certain executory contracts constituting Acquired Agreements under the Agreement. AIT has provided adequate assurance of future performance, and the Debtor has provided adequate assurance of the satisfaction of the Cure Amounts by the establishment of the Cure Amount reserve fund; and

H. The Debtor has exercised sound business judgment in deciding to reject the Unneeded Contracts; and its is therefore,

ORDERED, ADJUDGED AND DECREED THAT

1. The Motion is GRANTED.

2. Under 11 U.S.C. § 363(b) and (f), the Debtor is authorized to sell to AIT free and clear of any interest, lien, claim, pledge, hypothecation or encumbrance, the

Assets in accordance with the terms of the Agreement (which agreement may be modified to reflect technical and non-material amendments thereto).

3 Under 11 U.S.C. § 105(a) and 11 U.S.C. § 363(b) and (f), the Debtor is authorized to commence insolvency proceedings of its subsidiaries in the United Kingdom and Australia and to transfer assets and settle liabilities pursuant to such insolvency proceedings.

4. The Debtor is further authorized to coordinate any such foreign insolvency proceedings as may be necessary in aid of this proceeding and in connection with the closing of the proposed sale of the Assets.

5. The transfer of the Assets is a transfer under 11 U.S.C. § 1146(c) and, therefore, the making, delivery, filing or recording of any deeds, assignments or other transfer documents (the "Transfer Instruments") with respect to the Debtor shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax or similar tax including without limitation, any transfer of recordation tax applicable to deeds and/or security interests. All filing and recording officers are hereby directed to accept for filing or recording, and to file or record immediately upon presentation thereof, the Transfer Instruments without payment of any such taxes. This Court retains jurisdiction to enforce the foregoing direction.

6 AIT is a good-faith purchaser entitled to the protection of 11 U.S.C. § 363(m) in the event that this Order is revised or modified on appeal.

7 The purchase price to be paid by AIT for the Assets is fair and reasonable and may not be avoided under 11 U.S.C. § 363(n).

8. The Debtor is authorized under 11 U.S.C. § 365 to assume the Acquired Agreements, including, without limitation, any source code escrow agreements, and to make all curative payments, upon closing, from the sale proceeds necessary to effect assumption and the Debtor is authorized under 11 U.S.C. § 365 to assign the cured and assumed Acquired Agreements to AIT pursuant to the Agreement.

9. The Debtor is authorized under 11 U.S.C. § 365 to reject the Unneeded Contracts, effective as of the date of entry of this Order and any rights that the Debtor may have under 11 U.S.C. § 365(n)(2)(B) relating to an Acquired Asset shall be assigned to AIT.

10. The Debtor and its respective officers, employees and agents are hereby authorized to execute all documents, make all payments, and do all acts as are necessary to consummate the transactions contemplated hereunder.

11. The assumption and assignment of the Acquired Agreements and the sale, conveyance and assignment of the Acquired Assets shall be binding upon the Debtor

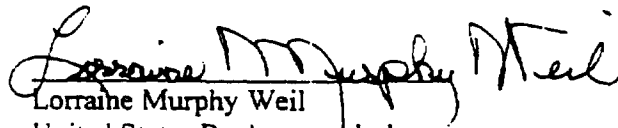
(including its successors and assigns), AIT, all creditors and shareholders of the Debtor, all parties to the Acquired Agreements and the Unneeded Contracts, all governmental authorities receiving notice of the Motion and any other party having an interest in any of the Acquired Assets, the Acquired Agreements or the Unneeded Contracts

12. The rights of parties having an interest, if any, in the property sold pursuant to this Order, will be transferred to the net proceeds of the sale.

13. Notwithstanding Fed. R. Bankr. P. 6004(g), this Order shall take effect immediately upon entry.

Dated at New Haven, Connecticut this 6th day of September ~~August~~ 2001.

SEP - 6 2001


Lorraine Murphy Weil
United States Bankruptcy Judge