

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

03-05-2003

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To the Honorable Commissioner of Patents and Trademarks:



its or copy thereof.

1. Name of conveying party(ies):

3-3-03

IQ Financial Systems, Inc.
28 West 23rd St.
5th Floor
New York, NY 10010

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

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

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arty(ies):

Name: Infosys Technologies Ltd.

Internal Address: _____

Street Address: 34760 Campus Drive

City: Fremont State: CA ZIP: 94555

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other A Company incorporated in India

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 18, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
TRADE IQ 2,471,964

Additional numbers attached? Yes No

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

Name: Trademark Docket / Jennifer A. Golinveaux

Internal Address: Wilson Sonsini Goodrich & Rosati

Trademarks and Advertising Practices Dept.

Street Address: 650 Page Mill Road

City: Palo Alto State: CA ZIP: 94310

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-2415 Attn: 20336-TM1024

(Attach duplicate copy of this page if paying by deposit account)

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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.

Jennifer A. Golinveaux

Name of Person Signing

Signature

2/24/03

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002683 FRAME: 0468

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of June 18, 2002 by and between IQ Financial Systems, Inc., a Delaware corporation ("Assignor"), and Infosys Technologies Limited, a corporation formed under the laws of India ("Assignee").

WHEREAS, Assignor entered into an Asset Purchase Agreement (the "Agreement"), dated as of May 6, 2002, with Assignee providing for the purchase by Assignee from Assignor of the Acquired Assets (as such term is defined in the Agreement); and

WHEREAS, Assignor is the owner of the trademarks and trademark applications listed in Attachment A (the "Trademarks"), and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, pursuant to the Agreement, Assignee has and is to acquire all rights, title and interest in and to the Trademarks throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks throughout the world.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. **ASSIGNMENT.**

a. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request, use commercially reasonable efforts to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

2. **MISCELLANEOUS.** If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in,

and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof.