

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G 7709.2041JSQ1

RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Brightware, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of Delaware
☐ Other: _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: August 22, 2003

2. Name and address of receiving party(ies):

Firepond, Inc.
Suite 1000
8009 34th Avenue South
Minneapolis, Minnesota 55425

- ☐ Individual(s) citizenship ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of Delaware
☐ Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

☐ Yes ☐ No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

2,065,700/BRIGHTWARE & Design
2,044,761/BRIGHTWARE

Additional numbers attached? ☐ Yes ☒ No

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

Name: Anna W. Manville
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

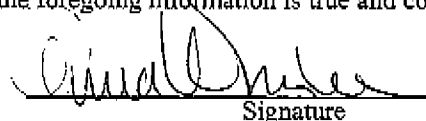
DO NOT USE THIS SPACE

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.

Anna W. Manville

Name of Person Signing



Signature

8/28/03

Date

Total number of pages including cover sheet, attachments, and document: 4

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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 (0651-0011), Washington, D.C. 20503

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TRADEMARK
REEL: 002708 FRAME: 0253

CH \$65.00 132726 2066700

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made by and between Brightware, Inc., a Delaware corporation with a business address at 1401 Los Gamos Drive, San Rafael, California 94903 (hereinafter "Assignor"), and Firepond, Inc., a Delaware corporation with a business address at 8009 34th Avenue South, Suite 1000, Minneapolis, Minnesota 55425 (hereinafter "Assignee").

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the mark BRIGHTWARE and variations thereof as listed on the attached Trademark Schedule (collectively referred to as the "Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Marks.

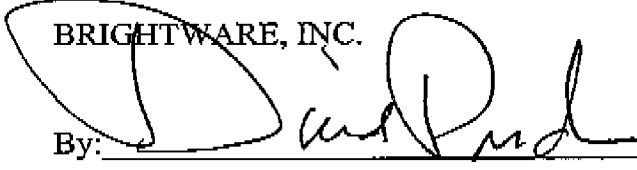
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor intending legally to be bound, hereby agrees as follows:

1. Assignment of Marks. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest, whether statutory or common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor in all countries throughout the world, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds to any such infringements. Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

2. Binding on Successors. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors in interest and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of this
22nd day of August, 2003.

ASSIGNOR:
BRIGHTWARE, INC.

By: 
Name: DAVID PERIDHAM
Title: General Counsel
Date: 8/22/03

Attachment: Trademark Schedule

TRADEMARK SCHEDULE

United States Registered Marks

Mark	U.S. Reg. No.	Reg. Date	Status
BRIGHTWARE & Design	2,065,700	May 27, 1997	Registered
BRIGHTWARE	2,044,761	March 11, 1997	Registered

Foreign Pending/Registered Marks

Country	Mark	App./Reg. No.	App./Reg. Date	Status
European Community (CTM)	BRIGHTWARE & Design	00313460	June 27, 1996	Pending
Switzerland	BRIGHTWARE	443.107	June 20, 1996	Registered

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