

08-14-2003

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

8-11-03



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

1. Name of conveying party(ies):
 divine software, inc. (f/k/a Parlano, Inc. and f/k/a divine interchange, inc.)

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

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

2. Name and Address of receiving party(ies)

Name: CIM, Ltd.

Address: c/o Golden Gate Private Equity Inc.
 One Embarcadero Center
 San Francisco, CA 94111

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (State - _____)
 Other Cayman Islands Company

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

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OPR/FINANCE

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 15, 2003

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

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2519773, 2512337

Additional numbers attached? Yes No

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

Hayley M. Smith
 Senior Legal Assistant
 Kirkland & Ellis LLP
 153 East 53rd Street
 New York, NY 10022-4675

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00
 Enclosed
 Authorized to be charged to Deposit Account

8. Deposit Account No. 111098
 (Attach duplicate copy of this page if paying by deposit account)

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.

Hayley Smith Hayley Smith 8/11/03
 Name of Person Signing Signature Date

08/13/2003 LNUELLER 00000097 2519773

01 FC:0521
02 FC:0522

40.00 number of pages including cover sheet, attachments, and document: _____
25.00 OP

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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 15th day of May, 2003, ("Effective Date"), by and between divine software, inc. (fka Parlano, Inc. and fka divine interchange, inc.), a Delaware corporation having a place of business at One South Wacker Drive, Suite 3900, Chicago, Illinois 60606 ("Assignor"), and CIM, Ltd., a Cayman Islands company having a place of business at c/o Golden Gate Private Equity, Inc., One Embarcadero Center, 33rd Floor, San Francisco, California, 94111 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 6, 2003 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all trademarks and trademark applications relating to the Business, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

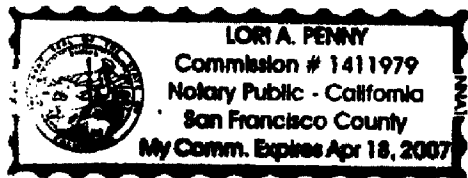
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for

STATE OF California)
) ss.
COUNTY OF San Francisco)

On this 14th day of May, 2003, before me, Lori A Penny, Notary Public, personally appeared Prescott Ashe, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Lori A. Penny
Notary Public

SCHEDULE A
United States Trademark Registrations

Trademark	Owner	Reg. No.	Reg. Date	Product/Service and Comments
TRUE COLLABORATION STARTS HERE	divine software, Inc. (fka Parlano, Inc.)	2,519,773	12/18/01	Collaboration
PARLANO	divine software, Inc. (fka Parlano, Inc.)	2,512,337	11/27/01	Collaboration

SCHEDULE B
United States Trademark Applications

Trademark	Applicant	Serial No.	filing date	Comments
TRUE COLLABORATION STARTS HERE	divine software, Inc. (fka Parlano)	76-143531	10/10/00	Collaboration -- Abandoned, 5/7/02
PARLANO	divine software, Inc. (fka Parlano)	78-004124	4/14/00	Collaboration -- Abandoned, 3/26/02
PARLANO	divine software, Inc. (fka Parlano)	76-143530	10/10/00	Collaboration -- Abandoned, 6/5/02
PARLANO	divine software, Inc. (fka Parlano)	76-080122	6/29/00	Collaboration -- Abandoned, 9/6/01
MINDALIGN	divine software, Inc. (fka Parlano)	78-008909	5/19/00	Collaboration -- Abandoned, 6/19/02