

08-14-2003

8-11-03



SHEET

102525160

To the Honorable Commissioner of Patents and Trademarks, 102525160 original documents or copy thereof.

1. Name of conveying party(ies):  
divine, 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) 76/397602, 76/397600,  
76/397601

B. Trademark Registration No.(s)

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: 3

7. Total fee (37 CFR 3.41)..... \$ 90.00  
 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  
Name of Person Signing

Hayley Smith  
Signature

8/11/03  
Date

08/13/2003 LNUJELLER 00000094 76397602

01 FC:0521  
02 FC:0522

40.00 DP number of pages including cover sheet, attachments, and document: \_\_\_  
50.00 DP

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, inc., a Delaware corporation having a place of business at 1301 North Elston Avenue, Chicago, Illinois 60622 ("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 applications for trademark registration set forth on Schedule A attached hereto, 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 registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may

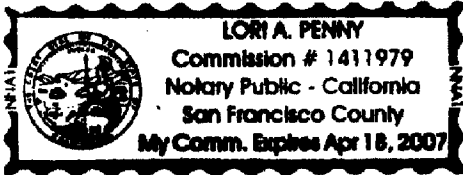


STATE OF California )  
 ) ss.  
COUNTY OF San Francisco )

On this 14<sup>th</sup> 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 Applications**

Trademark	Applicant	Serial No.	Filing Date	Comments
CUSTOMER EXPERIENCE MANAGER	divine, Inc.	76-397602	4/18/02	Pending -- Non-final action -- CIM
UNIVERSAL QUEUE	divine, Inc.	76-397601	4/18/02	Pending -- Non-final action -- CIM
UNIVERSAL VIEW	divine, Inc.	76-397600	4/18/02	Pending -- Non-final action -- CIM