

08-15-2003

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

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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):

Delano Technology International SRL

8-12-03

- Individual(s)
- General Partnership
- Corporation (Barbados)
- 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: May 15, 2003

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

A. Trademark Application No.(s) (see attached schedule)

B. Trademark Registration No.(s) (see attached schedule)

2692038

Additional numbers attached?  Yes  No 2692038

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: 1

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

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

8/12/03

Date

08/14/2003 LMIJELER 00000089 2692038

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

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

**SCHEDULE A**  
**United States Trademark Registrations**

| Trademark | Owner                               | Reg. No.  | Reg. Date | Product/Business/Inband Comments |
|-----------|-------------------------------------|-----------|-----------|----------------------------------|
| DELANO    | Delano Technology International SRL | 2,692,038 | 3/4/03    | CIM                              |

## 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 Delano Technology International SRL, an Barbados corporation having a place of business at 302 Town Centre Boulevard, Markham, Ontario L3R 0E8 ("Assignor"), and Delano Technology Corporation, an Ontario (Canada) corporation having a place of business at 302 Town Centre Boulevard, Markham, Ontario L3R 0E8 ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under that United States trademark registration identified and set forth on Schedule A (the "Mark"); and

**WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark.

**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 Mark, 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 Mark, 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 Mark.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (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 arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured



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|-----------|-------------------------------------|-----------|-----------|--------------------------------|
| DELANO    | Delano Technology International SRL | 2,692,038 | 3/4/03    | CIM                            |