

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercator Software, LLC		01/27/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Phoenix Software International, Inc.
Street Address:	5200 West Century Boulevard
Internal Address:	Suite 800
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90045
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1054242	KEY/MASTER

CORRESPONDENCE DATA	
Fax Number:	(918)591-5360
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(918) 582-1211
Email:	rblue@dsda.com
Correspondent Name:	Rachel Blue, Esq.
Address Line 1:	320 South Boston Avenue
Address Line 2:	Suite 500
Address Line 4:	Tulsa, OKLAHOMA 74103-3725

ATTORNEY DOCKET NUMBER:	PHO215.025
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NAME OF SUBMITTER:	Rachel Blue, Esq.
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Total Attachments: 6
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ORIGINALSOFTWARE PURCHASE AGREEMENT

This Software Purchase Agreement ("Agreement") is made and entered into effective as of this 27th day of January, 2004 ("Effective Date") by and between, on the one hand, Phoenix Software International, Inc., a California corporation ("Purchaser"), and, on the other hand, Ascential Software Corporation, a Delaware corporation ("Ascential"), and Mercator Software, LLC, a Delaware limited liability company and a wholly owned subsidiary of Ascential ("Mercator") (Mercator and Ascential are each referred to herein as "Seller" and, collectively, as "Sellers"), with reference to the following recitals:

A. Sellers and their Affiliates (as defined below) own or otherwise hold rights to certain software assets and contract rights relative to Sellers' Key/Master product line.

B. Purchaser wishes to acquire all of Sellers' and their Affiliates' right, title and interest in such software assets and contract rights and to assume certain obligations and liabilities of Sellers and their Affiliates relative to such software assets and contract rights, and Sellers are willing to transfer and assign such right, title and interest and to delegate such obligations and liabilities, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Purchaser and Sellers agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In addition to certain capitalized terms defined on first use in this Agreement, the following capitalized terms shall have the following meanings:

(a) "Affiliate" of a Person shall mean any other Person that controls, is controlled by, or is under common control with such Person. A Person shall be regarded as in control of another Person if it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other ownership interest of the other Person, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of such Person.

(b) "Assumed Liabilities" means (i) all Liabilities of Sellers and their Affiliates under the Assigned Contracts, excluding Liabilities arising from the breach of any provision of any Assigned Contract by Sellers (including product liability claims and other claims arising from Software sold, licensed or leased by Sellers or their Affiliates prior to the Effective Date); and (ii) any Liabilities of Sellers and their Affiliates under the Non-Assigned Contracts, solely to the extent that such Liabilities are transferred to Purchaser pursuant to Section 5.2.

(c) "Acquired Assets" means (i) the Sellers Intellectual Property, Software, Technical Know-How and Technical Documentation; (ii) the Assigned Contracts; (iii) the Legacy Software; and (iv) the Shared Technology. "Acquired Assets" excludes Excluded Assets.

(d) "Assigned Contracts" means the Key/Master Contracts, excluding the Non-Assigned Contracts.

(e) "Contract" means any legally binding written or oral contract, agreement, instrument, order, arrangement, commitment or understanding of any nature.

any new obligations with respect to such Assigned Contract after the Effective Date, other than in connection with the settlement or resolution of any dispute with respect to such Assigned Contract or in connection with any obligations or liabilities retained by one or more of the Sellers or their respective Affiliates or for which one or more of the Sellers or their Affiliates are responsible.

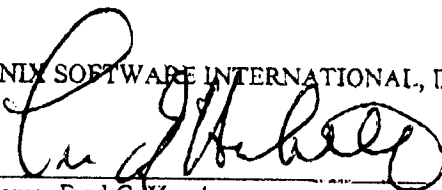
5.3 Assumed Liabilities. From and after the Effective Date, Purchaser shall faithfully perform and discharge all Assumed Liabilities, including without limitation all maintenance and support and other obligations with respect to the Software and Legacy Software in accordance with Section 5.2.

5.4 Intellectual Property Documentation. As promptly as is reasonably practicable following the Effective Date, Sellers shall deliver to Purchaser all correspondence, prosecution history and other documentation in Sellers' and their Affiliates' possession or control relating to the Copyrights and the Trademarks. Purchaser acknowledges that Sellers may retain a copy of each of the foregoing documents for their records, subject to the confidentiality provisions contained in this Agreement. As promptly as is reasonably practicable following the Effective Date, Sellers will execute and deliver all documents or forms reasonably necessary to formally transfer record title to Purchaser of the Trademarks and Copyrights, including trademark and copyright assignments in a form acceptable for recording with the USPTO and U.S. Copyright Office, respectively.

5.5 Additional Deliveries. As promptly as is reasonably practicable following the Effective Date, Sellers shall deliver to Purchaser the following items and records in the possession or control of Sellers or their Affiliates: (i) all Acquired Assets not previously delivered to Purchaser at the Closing; (ii) all customer and sales representative lists, to the extent related to the Software; (iii) all copies of all Software in inventory, excluding a reasonable number of copies to be retained by Sellers in order to perform any obligations with respect to the Software not assumed by Purchaser hereunder; (iv) all lists and schedules of active orders, sales quotations and sales prospects, to the extent related to the Software; (v) all product data sheets, artwork and advertising materials relating solely to the Software, excluding any such materials which include any trademarks or service marks of Sellers, other than the Trademarks; (vi) all designs and technology including source codes, object codes, upgrades, fixes, enhancements, specifications, user guides, instructional materials, manuals, test reports, bills of materials and similar documentation relating to the Software and Acquired Assets; (vii) all source and object codes, and related technical information, for non-current versions of the Software; (viii) the contract documentation file including, where available, the original contracts and any amendments thereto, for each Key/Master Contract; and (ix) inactive customer lists for the Software for the last ten years. In addition, Sellers will use commercially reasonable efforts to deliver to Purchaser from time to time any historical documentation relating to the Software or the Key/Master Contracts, as and when such documentation may be located by Sellers. All deliveries contemplated by this Section 5.5 shall be in electronic form, to the extent reasonably available to Sellers in such form.

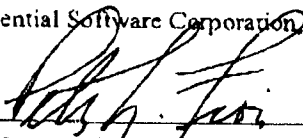
5.6 Transfer of Knowledge. During the one-hundred twenty (120) days immediately following the Effective Date, Sellers shall use commercially reasonable efforts to make available to Purchaser the services of a suitably qualified employee of Sellers to assist Purchaser with knowledge transfer relative to the Software; provided, however, Sellers will make the services of Gregory Iwinski available to Purchaser during such period so long as Purchaser continues to request his services and he remains an employee of either Seller. Such assistance may include, without limitation, support for Purchaser's use and development of the Software. Any such services shall be provided at Ascential's then-current hourly labor rate (which, as of the Effective Date, is One Hundred Eighty Dollars (\$180), payable to Ascential, plus the cost of materials and reasonable travel, meals and lodging expenses; provided, however, that there will be no hourly labor charge for assistance within the scope of Sellers' obligations under Sections 5.1 through 5.4 of this Article.

PHOENIX SOFTWARE INTERNATIONAL, INC.

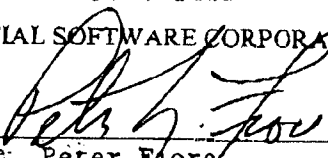
By: 
Name: Fred G. Hoschett
Title: Chief Executive Officer

MERCATOR SOFTWARE, LLC

By: Ascential Software Corporation as sole member

By: 
Name: Peter Fiore
Title: President

ASCENTIAL SOFTWARE CORPORATION

By: 
Name: Peter Fiore
Title: President

SCHEDULE A

CopyrightsCopyright Registrations and Applications

<u>Name</u>	<u>Country</u>	<u>Class</u>	<u>Status</u>	<u>Serial No.</u>
KEY/MASTER DATA INPUT SOFTWARE	United States	CPY	Registered	TX3 378-405
KEY/MASTER RELEASE 5.0	United States	CPY	Registered	TX3 377-402
KEY/MASTER RELEASE 5.1	United States	CPY	Registered	TX3 376-852
KEY/MASTER DATA INPUT SOFTWARE	United States	CPY	Registered	TX3-382-262

SCHEDULE B

Software

Key/Master Data Entry (Version 7.0 for Windows and version 6.1 for DOS)

Key/Master Full Mainframe, including Applications Builder and Data Entry (Version 6.1 and for CMS, MVS and VSE platforms)

Key/Master Application Builder (Versions 6.1 and 7.0 for Windows)

EasyLogic (solely as embedded in the foregoing software programs)

SCHEDULE C

Trademarks

Trademark	Country	Class	Status	App Number	Filing Date	Reg. No.	Reg. Date
KEY MASTER	France	009	Registered	INPI929361	26-May-88	1468031	26-May-88
KEY MASTER	Germany	009	Registered	T185759WZ	07-Jun-78	982260	15-Feb-79
KEY-MASTER	Italy	009	Registered	4013688	26-Feb-88	513726	27-Sep-89
KEY/MASTER	Benelux	009	Renewed	624179	24-Apr-78	352784	
KEY/MASTER	Canada		Renewed	0598419	07-Jan-88	TMA350200	20-Jan-89
KEY/MASTER	Mexico		Registered	51.156	25-Oct-88	366031	25-Oct-88
KEY/MASTER	United States of America	009	Renewed	73/062738	11-Sep-75	1054242	14-Dec-76
KEY/MASTER (AND DESIGN)	Switzerland	009	Registered	365872	05-May-88	365872	05-May-88
KEY/MASTER (STYLIZED)	Denmark	009	Cancelled	19782619VA	14-Jun-78	197965VR	05-Jan-79
KEY/MASTER (STYLIZED)	Italy	009	Registered	62898TO	26-Feb-98	815517	30-May-00
KEYMASTER PC	United Kingdom	009	Reg./No CR	1066270	26-Jul-76	1066270	
KEY/MASTER	Brazil		Pending	816656126	01-Apr-92		

Any and all additional trademarks and service marks (whether or not the subject of a registration or application) owned by Sellers or their Affiliates that consist of or incorporate "KEY/MASTER," including variants thereon.

The trademark "EASYLOGIC" constitutes Trading Partner Shared Technology.