

TRADEMARK ASSIGNMENT

Whereas, Nimble Technology, Inc., a Delaware corporation ("Assignor"), has adopted, used, and is using the INFOBROWSER and PACE marks and Assignor is using or intends to use the CORRELINK, CORRELINK FRAMEWORK, NIMBLE, NIMBLE INTEGRATION ENGINE, NIMBLE INTEGRATION SUITE and NIMBLE TECHNOLOGY marks (all eight of which are collectively referred to hereinafter "Marks") in commerce in the United States and the Marks are registered or Assignor has filed applications to register the Marks, in the United States Patent and Trademark Office as follows:

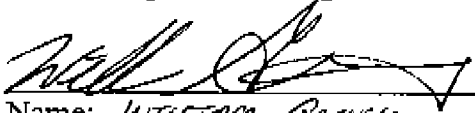
INFOBROWSER, Registration No. 2,641,246;
 PACE, Registration No. 2,532,270;
 CORRELINK, Application Nos. 78/220,442 and 78/220,446;
 CORRELINK FRAMEWORK, Application Nos. 78/220,444 and 78/220,452;
 NIMBLE, Application Nos. 75/909,850; 75/909,871 and 75/909,870;
 NIMBLE INTEGRATION ENGINE, Application No. 76/116,906;
 NIMBLE INTEGRATION SUITE, Application No. 76/116,907;
 NIMBLE TECHNOLOGY, Application Nos. 76/044,354; 76/044,352 and 76/044,353;

Whereas, Actuate Corporation, a Delaware corporation located and doing business at 701 Gateway Boulevard, South San Francisco, California 94080 ("Assignee"), is desirous of acquiring said Marks and any and all registrations or applications to register said Marks;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee all its right, title and interest in and to said Marks, together with the goodwill of the business symbolized by the Marks and that portion of Assignor's business to which the Marks pertain, and the above identified applications and registrations. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

By:


 Name: WILLIAM OAKVEY
 Title: CFO + Secretary

Date:

2/27/04