

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Hunch, LLC

- Individual(s)
- General Partnership
- Corporation (State-)
- Other (Missouri Limited Liability Company)
- Association
- Limited Partnership

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

2. Name and Address of receiving party(ies)

Name: Punch Software, LLC

Address: 7900 North West 100th Street
Kansas City, Missouri 64153

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 15, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule

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
153 East 53rd Street
New York, NY 10022-4675
Phone (212) 446-4727, Facsimile (212) 446-490

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115

- 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 M. Smith
Name of Person Signing

Hayley M Smith
Signature

4/26/04
Date

Total number of pages including cover sheet, attachments, and document: ___

GH \$115.00 111098 78251745

SCHEDULE TO RECORDATION COVER SHEET

Mark	Serial No. Filing Date	Reg. No./ Registered
MASTER LANDSCAPE & HOME DESIGN	78/251,745 5/19/03	2,828,101 3/30/04
REALMODEL	75/557,005 9/23/98	2,252,216 6/8/99
ARCHITECTURAL SERIES	78/144,585 7/17/02	2,772,758 10/7/03
PUNCH! SOFTWARE	75/557,004 9/23/98	2,285,409 10/12/99

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 15, 2004 ("Effective Date") by and between Hunch, LLC, a Missouri limited liability company (previously Punch Software, LLC, a Missouri limited liability company) ("Assignor"), and Punch Software LLC, a Delaware limited liability company, ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 15, 2004 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, 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, the foreign trademark registrations set forth on Schedule C attached hereto and the foreign applications for trademark registration set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

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 entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

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, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, 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 Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

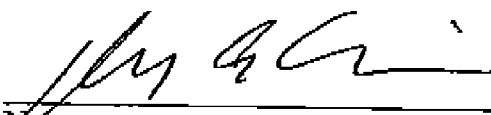
To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

"ASSIGNEE"

PUNCH SOFTWARE LLC

By: 
Name: _____
Title: _____

"ASSIGNOR"

HUNCH, LLC

By: _____
Name: _____
Title: _____

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

Apr 15 04 10:44a

gary jenkins

816 891 8959

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

"ASSIGNEE"

PUNCH SOFTWARE LLC

By: _____
Name:
Title:

"ASSIGNOR"

HUNCH, LLC

By: *P.T.P.*
Name: *Peter T Pierce*
Title: *President*

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

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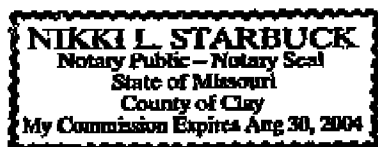
gary jenkins

816 891 8959

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STATE OF Missouri)
) ss
COUNTY OF CLAY)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this 15 day of April, 2004 by Peter T. Pierce who being duly sworn, did say that he/she is the PRESIDENT of Hunch, LLC, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.



Nikki L Starbuck
Notary Public

My commission expires: 8/30/04

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of _____, 2004, by _____ who being duly sworn, did say that he/she is the _____ of Punch Software LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Notary Public

My commission expires: _____

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

Mark	Country	Serial No/ Filing Date	Reg No/ Registered	Status
MASTER LANDSCAPE & HOME DESIGN	U.S.	78/251,745 5/19/03	2,828,101 3/30/04	REGISTERED Affidavit of Use due 3/30/10
REALMODEL	U.S.	75/557,005 9/23/98	2,252,216 6/8/99	REGISTERED Supplemental Register Affidavit of Use due 6/8/05
ARCHITECTURAL SERIES	U.S.	78/144,585 7/17/02	2,772,758 10/7/03	REGISTERED Supplemental Register Affidavit of Use due 10/7/09
PUNCH! SOFTWARE	U.S.	75/557,004 9/23/98	2,285,409 10/12/99	REGISTERED Affidavit of Use due 10/12/05
PUNCH!	European Comm.	1,600,741 4/10/00	1,600,741 3/4/02	REGISTERED Renewal due 4/10/10
MASTER LANDSCAPE	U.S.	76/227,864 3/22/01	N/A	ABANDONED ITU Failure to respond 12/18/03

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

None.

SCHEDULE C**FOREIGN TRADEMARK REGISTRATIONS**

Mark	Country	Serial No./ Filing Date	Reg No./ Registered	Status
PUNCH!	European Comm.	1,600,741 4/10/00	1,600,741 3/4/02	REGISTERED Renewal due 4/10/10

SCHEDULE D**FOREIGN TRADEMARK APPLICATIONS**

None.