

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eShare Technologies, Inc.		05/15/2003	CORPORATION: DELAWARE
Melita Intellectual Property		05/15/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	CIM, Ltd.
Street Address:	One Embarcadero Center, 33rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2258534	ESHARE TECHNOLOGIES
Registration Number:	2206751	ESHARE TECHNOLOGIES
Registration Number:	2666501	ESHARE NETAGENT
Registration Number:	2666502	NETAGENT
Registration Number:	2470140	ESHARE NETAGENT

CORRESPONDENCE DATA	
Fax Number:	(858)550-6420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858)550-6000
Email:	trademarks@cooley.com
Correspondent Name:	Kent M. Walker, Esq./Cooley Godward
Address Line 1:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121-1909

NAME OF SUBMITTER:	Kent M. Walker, Esq.
--------------------	----------------------

CH \$140.00 2258534

Total Attachments: 6

source=eassisttrademarkassign_Page_1#page1.tif

source=eassisttrademarkassign_Page_2#page1.tif

source=eassisttrademarkassign_Page_3#page1.tif

source=eassisttrademarkassign_Page_4#page1.tif

source=eassisttrademarkassign_Page_5#page1.tif

source=eassisttrademarkassign_Page_6#page1.tif

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 certain of its domestic subsidiaries set forth on the signature pages hereto (each, also an "Assignor" and together with divine, inc., the "Assignors") 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, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of May 6, 2003 ("Purchase Agreement"), pursuant to which Assignors have 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, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all trademarks and trademark applications relating to the Business, including, without limitation, 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").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set 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 Assignors 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.

Assignors hereby request 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.

Assignors represent and warrant that: (i) they, collectively, are the sole and exclusive owners 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) they have the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) they have not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignors 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 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 any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

If Assignee is unable for any reason, after reasonable effort, to secure any Assignor's signature on any document needed in connection with the actions specified herein, each Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

* * * * *

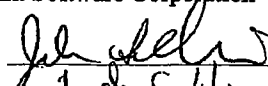
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS

divine, inc.
Air Divine, Inc.
Data Return Corporation
databites, inc.
Delano Technology Corporation
Denali, Inc.
divine Global Services, Inc.
divine international, inc.
divine interVentures, Inc.
divine Ireland, Inc.
divine Managed Services, Inc.
divine software, inc.
divine Synchrony Communications, Inc.
divine/Emicom, Inc.
eprise Corporation
Eprise Securities Corp.
eShare Communications, Inc.
Folio Corporation
Futuretense Corporation
Global Recall, Inc.
iCentral, Inc.
Inventions, Inc.
LOTN, Inc.
Melita Finance, Inc.
Melita Intellectual Property, Inc.
Open Market Securities Corporation
Open Market, Inc.
Opinionware.com, Inc.
Perceptual Robotics, Inc.
Retrieval Technologies, Inc.
RWT Corporation
SafeMaker (Europe), Inc.
SageMaker, Inc.
SM2 Holding Corp.
smallwonders software!, inc.
SM1 Holding Corp.
Softmetric, Inc.
Venture Capital Unlimited Acquisition Sub, Inc.
Viant Corporation
Waypoint Software Corporation

By:

Name:



Jude Seiber

3

SVP - divine; President of New Seiber

Title:

divine technology ventures

By: divine, inc., its general partner

By: [Signature]
Name: Jude Sullivan
Title: SLP

ASSIGNEE

CIM, Ltd.
a corporation formed pursuant to the laws of the Cayman Islands

By: [Signature]
Name:
Title:

STATE OF Illinois)
COUNTY OF Cook) ss.
)

On this 15th day of May, 2003, before me, ELIDA A. PANEK, Notary Public, personally appeared Jude Sullivan, 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.

[Signature]
Notary Public



STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 15th day of May, 2003, before me, ELIDA A. PANEK, Notary Public, personally appeared Jude Sullivan, 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.

Elida A. Panek
Notary Public



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

On this 14th 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

