

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):
Centerforce Technolgies, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation (State-Delaware)
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 22, 2004

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s) See attached

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: 5

7. Total fee (37 CFR 3.41)..... \$ 140
 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 Hayley Smith 5-6-04
 Name of Person Signing Signature Date

Total 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

CH \$140.00 111098 2243560

SCHEDULE TO RECORDATION COVER SHEET**REGISTERED TRADEMARKS**

MARK	STATUS	APP/REG. NO.
CENTERFORCE OPTIMIZER	Registered	2243560
MAKE CONTACT	Registered	23266106
CENTERFORCE TECHNOLOGIES	Registered	2239613
CENTERFORCE TECHNOLOGIES	Registered	2239612
RIGHTFORCE	Registered	2709938

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into with effect as of the 22nd day of April, 2004, by and between CenterForce Technologies, Inc., a Delaware corporation ("Assignor"), and CIM Ltd., a Cayman Islands company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations and applications identified and set forth on Schedule A attached hereto (the foregoing U.S. trademark registrations and applications collectively referred to herein as the "Marks"); and (b) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registration related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past

infringements of any of the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

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 TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ___ day of April, 2004.

CENTERFORCE TECHNOLOGIES, INC.

CIM LTD.

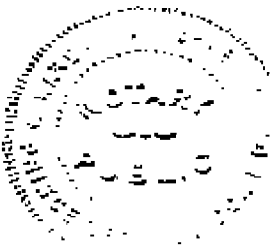
By: [Signature]
Its: President

By: _____
Its: _____

STATE OF Maryland)
COUNTY OF Prince Georges ss.:

On this 22nd day of April, 2004, there appeared before me
Robert F. Kelly, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of
CenterForce Technologies, Inc.

Karen M. McPherson
Notary Public Karen M. McPherson
Commission Expires 9-1-06



Apr-21-04 10:42 From-CONCERTO SOFTWARE

9789520766

T-489 P-012/031 F-028

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ___ day of April, 2004.

CENTERFORCE TECHNOLOGIES, INC.

CIM LTD.

Paul L.

By: _____

By: Paul Luchessa

Its: _____

Its: Secretary

-04 10:42 From-CONCERTO SOFTWARE

0790520795

T-468 P.013/031 F-028

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) SS.:

On this 21st day of April, 2004, there appeared before me
Paul R. Lucchese, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of
CIM LTD.

Barbara Ann Fennell

Schedule A

COUNTRY	MARK	STATUS	REG. NO.	REG. DATE	OWNER
U.S.	CENTERFORCE OPTIMIZER	Registered	2243560	05/04/99	Centerforce Technologies, Inc.
U.S.	MAKE CONTACT	Registered	2326106	03/07/00	Centerforce Technologies, Inc.
U.S.	CENTERFORCE TECHNOLOGIES	Registered	2239613	04/13/99	Centerforce Technologies, Inc.
U.S.	CENTERFORCE TECHNOLOGIES	Registered	2239612	04/13/99	Centerforce Technologies, Inc.
U.S.	MERIT BASED SCHEDULING	Pending	78214866	08/14/03	Centerforce Technologies, Inc.
Canada	CENTERFORCE TECHNOLOGIES	Registered	TMA531433	08/18/00	Centerforce Technologies, Inc.
U.K.	CENTERFORCE TECHNOLOGIES	Registered	2153427	09/25/98	Centerforce Technologies, Inc.
U.S.	RIGHTFORCE	Registered	2709938	04/23/03	Centerforce Technologies, Inc.