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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Accelare, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State MA Other

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

2. Name and address of receiving party(ies)

Name: ProcessUnity, Inc.

Internal

Address:

Street Address: 93 Worcester Street

City: Wellesley State: MA Zip: 02481

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State MA Other

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: November 21, 2003

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

A. Trademark Application No.(s)

76/321501 76/321502

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian M. Dingman, Esquire

Internal Address: Mirick, O'Connell,

DeMallie & Lougee, LLP

Street Address: 1700 West Park Drive

City: Westboro State: MA Zip: 01581

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1582

(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.

Brian M. Dingman, Esquire Name of Person Signing

Signature

December 11, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

12/05/2003 LUNELLER 00000047 76321501

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0521 02 FC:0522

40.00 OP 25.00 OP

TRADEMARK REEL: 002874 FRAME: 0353

BILL OF SALE AND TRADEMARK ASSIGNMENT

As of November 21, 2003

WHEREAS, Accelare, Inc., a Massachusetts corporation (the "Assignor"), has adopted and used certain trademarks, trade names, logos, and service marks, as set forth on Exhibit 1 attached hereto (the "Marks"); and

WHEREAS, on the date hereof Assignor and ProcessUnity, Inc. ("Assignee") have entered into a Restructuring Agreement which requires Assignor to execute and deliver to Assignee this Bill of Sale and Trademark Assignment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

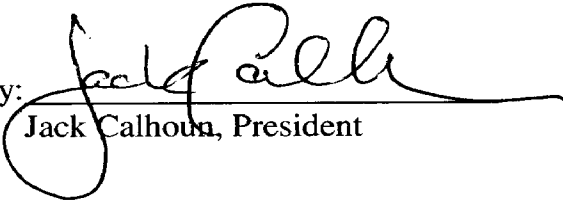
Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens and other encumbrances, all right, title and interest in and to the following intellectual property (the "Intellectual Property"): all trademarks, service marks, trade dress, logos, trade names, and corporate names set forth on Exhibit 1, together with (1) all translations, adaptations, derivations, and combinations thereof, (2) any and all applications, registrations, and renewals in connection therewith, (3) all goodwill associated therewith and the portions of the business to which the Marks pertain, and (4) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to such trademarks, service marks, trade dress, logos, trade names, and corporate names or any registrations thereof or such associated goodwill.

Assignor hereby represents and warrants that it is the sole lawful owner of the rights transferred hereby and that it has good right to sell and transfer the same to Assignee.

Assignor hereby appoints each officer or other authorized representative of Assignee as Assignor's true and lawful attorney-in-fact ("Attorney-in-Fact"), with full power of substitution, for Assignor and in its name, place and stead and on its behalf and for its use and benefit to execute and deliver all documents and instruments in such form and with such substance and to take all actions on behalf of Assignor that such Attorney-in-Fact deems necessary, advisable or appropriate in order to transfer to and vest in Assignee all of the foregoing rights in the Marks and other Intellectual Property and to otherwise effectuate the sale and assignment set forth herein, including without limitation any filings with the U.S. Patent and Trademark Office that may be necessary to reflect Assignee's title to the Marks. Without limiting the foregoing, Assignee may file this Bill of Sale and Trademark Assignment in the U.S. Patent and Trademark Office without any notice to Assignor.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of the date first set forth above.

ACCELARE, INC.

By: 
Jack Calhoun, President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF NORFOLK)

On this the 21st day of November, 2003 before me appeared Jack Calhoun, the person who signed this instrument, who acknowledged that he is the President of Accelare, Inc. and that being duly authorized he signed such instrument as a free act on behalf of Accelare, Inc.


Notary Public
My commission expires: **CYNTHIA R. REAGAN**
NOTARY PUBLIC
My Commission Expires Dec. 11, 2009

Exhibit 1 to Bill of Sale and Trademark Assignment

Mark	Serial No.	Filing Date
PROCESSUNITY	76/321502	Oct. 4, 2001
PROCESSTALK	76/321501	Oct. 4, 2001

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RECORDED: 12/04/2003

**TRADEMARK
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