

1/2/04

01-07-2004



To the Honorable Commissioner of Pat

attached original documents or copy thereof.

1. Name of conveying party(ies) OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARK OFFICE 102639485

address of receiving party(ies):

DATADIRECT TECHNOLOGIES JAN -2 AM 9:42

DIAMOND ACQUISITION CORP. 14 Oak Park Bedford, MA 01730

Individual(s) Association FINANCE SECTION Limited Partnership Corporation Other: Cayman Islands company

Individual(s) citizenship Association General Partnership

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARK OFFICE FINANCE SECTION JAN -2 AM 9:42

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December 23, 2003

Limited Partnership Corporation: a Massachusetts corporation 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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/542,520 76/448,508 76/448,509

B. Trademark Registration No.(s) 2,000,319 2,320,210 2,492,962 1,569,450

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 7

Name: Alexander J. Aber, Esq. Internal Address: Foley Hoag LLP

7. Total fee (37 CFR 3.41): \$190.00 Enclosed Authorized to be charged to deposit account

Street Address: 155 Seaport Boulevard City: Boston State: MA ZIP: 02210-2600

8. Deposit account number: 06-1446 (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. Alexander J. Aber, Esq. Name of Person Signing Signature December 30, 2003 Date Total number of pages comprising cover sheet: 1

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01 FC:0521 60.00 BA 02 FC:0522 150.00 BA

**SCHEDULE A**

**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Mark</b>	<b>App/Reg. Number</b>	<b>Country</b>	<b>Application Date</b>	<b>Registration Date</b>
SequeLink	73/791217 1569450	USA	04-Apr-1989	5-Dec-1989
DataDirect Connect OLE DB	75/433922 2320210	USA	13-Feb-1998	2-Feb-2000
DataDirect Connect	75/468012 2492962	USA	14-Apr-1998	25-Sep-2001
DataDirect (stylized)	74/567557 2000319	USA	30-Aug-1994	19-Sep-1996
DataDirect Connect64	76/542520 N/A	USA	03-Sep-2003	N/A
Your Software, Our Technology-Experience <i>The Connection</i>	76/448508 N/A	USA	06-Sep-2002	N/A
DataDirect Technologies	76/448509 N/A	USA	06-Sep-2002	N/A

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this ~~23<sup>rd</sup>~~ day of December 2003 ("Effective Date") by and between DataDirect Technologies, a Cayman Islands company, with an office located at 3202 Tower Oaks Boulevard, Rockville, Maryland 20852 ("Assignor"), and Diamond Acquisition Corp., a Massachusetts corporation and a wholly owned subsidiary of Progress Software Corporation, with an office located at 14 Oak Park, Bedford, Massachusetts 01730 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Purchase Agreement dated December 5, 2003 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the rights, title and interest of Assignor in and to the United States trademark applications and registrations set forth on Schedule A attached hereto and the foreign trademark applications and registrations set forth on Schedule B attached hereto, together with the goodwill of the business associated therewith and all common law rights therein, (collectively, the "Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor's 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, passing off or other unauthorized use of the Marks, with the right to sue for, and collect the same.

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 further agrees to execute and procure any further necessary assurance of title to the Marks, any registrations and applications therefore and, at any time, upon the reasonable request and at the expense of said Assignee, Assignor will execute and deliver any and all documents, instruments and papers and take all actions that may be necessary or desirable to perfect the title to said Marks, registrations and applications in Assignee, its successors, assigns and other legal representatives, and to make a record with any and all government agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to the Marks, any registrations and applications therefore, and any and all goodwill of the business and common law rights associated therewith.

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