

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Intellectual Property Collateral
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank of Massacusetts		07/23/2004	Chartered bank: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Mathsoft Engineering & Education, Inc.
Street Address:	101 Main Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142-1521
Entity Type:	CORPORATION: DELAWARE
Name:	Mathsoft Corporate Holdings, Inc.
Street Address:	101 Main Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142-1521
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2752836	MATHSOFT
Registration Number:	2836034	MATHSOFT
Registration Number:	2604376	STUDYWORKS! ONLINE
Registration Number:	2192085	STUDYWORKS!
Registration Number:	2107766	STUDYWORKS
Registration Number:	1552712	MATHSTATION
Registration Number:	1457219	MATHCAD
Serial Number:	78449711	DESIGNATE

CH \$240.00 2752836

Serial Number:

78450718

CALCULATION MANAGEMENT SUITE

CORRESPONDENCE DATA

Fax Number: (617)523-1231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617.570.1291

Email: mrovner@goodwinprocter.com

Correspondent Name: Miriam J. Rovner

Address Line 1: Exchange Place, 53 State Street

Address Line 2: GOODWIN PROCTER LLP

Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:

103232 -115228 1703-302

NAME OF SUBMITTER:

Miriam J. Rovner, Senior Paralegal

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

This Release, dated as of July 23, 2004, is made by Citizens Bank of Massachusetts, (the "Secured Party") under that certain Intellectual Property Collateral Agreement (the "Collateral Agreement") dated as of January 22, 2001, by and between Secured Party, MathSoft Engineering & Education, Inc. (the "Borrower") and MathSoft Corporate Holdings, Inc. (the "Guarantor, and together with the Borrower, the "Loan Parties.") Capitalized terms used herein shall have the same meanings as defined in the Collateral Agreement, unless otherwise specified herein.

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, as recorded in the records of the United States Patent & Trademark Office on March 23, 2001 at Reel 2266, Frame 0895, and on March 23, 2001 at Reel 11648, Frame 0253, the Loan Parties granted to the Secured Party a continuing security interest in certain assets of the Loan Parties as collateral, including but not limited to the trademarks set forth on Schedule A hereto (the "Trademarks"), the patents set forth on Schedule B hereto (the "Patents"), the copyrights set forth on Schedule C hereto (the "Copyrights"); and

WHEREAS, the Secured Party now wishes to release and assign back to the Loan Parties its security interest in the Copyrights, the Patents, the Trademarks and any goodwill of the business appurtenant to the Trademarks, and to have such release appear and be reflected on the records of the United States Patent & Trademark Office, United States Copyright Office, and any other governmental records where such Collateral Agreement has been recorded or reflected;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party

does hereby release, demise, discharge and assign back to the Loan Parties its security interest in, to and under the Copyrights, the Patents, and the Trademarks and any goodwill of the business appurtenant to the Trademarks, granted to the Secured Party pursuant to the Collateral Agreement, and any right, title and interest of the Secured Party in, to or under the Copyrights, the Patents, the Trademarks and any goodwill of the business appurtenant to the Trademarks, shall hereby cease and become void.

Upon the reasonable request of the Loan Parties, the Secured Party shall execute any further documents as may be reasonably necessary to fully effectuate the release of its security interest in the Trademarks, the Patents and the Copyrights set forth herein. The Loan Parties may at their own expense record this Release with the United States Patent & Trademark Office, the United States Copyright Office, and with any other governmental agency or agencies as the Loan Parties may deem necessary or appropriate to effectuate the release granted herein.

The Release may be executed by the parties hereto in several counterparts, each of which shall be deemed an original and all of which shall constitute together but one and the same agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Release as of the date first set forth above.

MATHSOFT ENGINEERING &
EDUCATION, INC.

By: Michael Labinski
Name: Michael L. Labinski
Title: VP Finance + Admin

Corporate Holdings
MATHSOFT ENGINEERING &
EDUCATION, INC.

By: Michael Labinski
Name: Michael L. Labinski
Title: VP Finance + Admin

CITIZENS BANK OF MASSACHUSETTS

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Release as of the date first set forth above.

MATHSOFT ENGINEERING &
EDUCATION, INC.

By: _____
Name:
Title:

MATHSOFT ENGINEERING &
EDUCATION, INC.

By: _____
Name:
Title:

CITIZENS BANK OF MASSACHUSETTS

By: David P. O'Connell
Name: David P. O'Connell
Title: Relationship Manager

SCHEDULE A

TRADEMARKS

U.S. Trademarks

TRADEMARK	REG./SERIAL NUMBER	FILING DATE/ REGISTRATION DATE	STATUS
MATHSOFT (Stylized)	2752836	August 19, 2003	Registered
MATHSOFT	2836034	April 27, 2004	Registered
STUDYWORKS! ONLINE	2604376	August 6, 2002	Registered
STUDYWORKS!	2192085	September 29, 1998	Registered
STUDYWORKS	2107766	October 21, 1997	Registered
MATHSTATION	1552712	August 22, 1989	Registered
MATHCAD	1457219	September 15, 1987	Registered
DESIGNATE	78/449711	July 13, 2004	Pending
CALCULATION MANAGEMENT SUITE	78/450718	July 14, 2004	Pending

Massachusetts Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
MATHSOFT (Class 41)	62398	January 15, 2003
MATHSOFT (Class 9)	62399	January 15, 2003
STUDYWORKS!	60260	May 24, 2001
STUDYWORKS ONLINE	60261	May 24, 2001
MATHCAD	38330	May 1, 1986

Canada Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
STUDYWORKS!	TMA0517575	October 5, 1999
MATHCAD	TMA 0347819	November 10, 1988

United Kingdom Trademarks

TRADEMARK	REGISTRATION NUMBER	FILING DATE
MATHSOFT	UK001313959	June 24, 1987
MATHCAD	UK001313960	June 24, 1987
MATHSOFT	UK001528490	March 3, 1993
MATHCAD	UK001528493	October 28, 1994
MATHSOFT STUDYWORKS! (Stylized)	UK002123666	February 14, 1997

European Community Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
MATHSOFT	288555	August 3, 1999
MATHCAD	397646	December 2, 1999
STUDYWORKS!	600718	March 19, 1999

Japan Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
MATHSOFT	2627751	February 28, 1994
MATHCAD	2714980	June 28, 1996

Australia Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
STUDYWORKS!	741413	August 14, 1997

SCHEDULE B

PATENTS

Patent No./ App. No.	Issue Date/ Filing Date	Owner/Assignee	Title
5,469,538	November 12, 1995	Mathsoft Engineering & Education, Inc.	Mathematical Document Editor and Method for Performing Live Symbolic Calculations for Use with an Electronic Book
5,526,475	June 11, 1996	Mathsoft Engineering & Education, Inc.	Method for Live Symbolic Calculations in a Mathematical Document Editor
5,771,392	June 23, 1998	Mathsoft Engineering & Education, Inc.	Encoding Method to Enable Vectors and Matrices to be Elements of Vectors and Matrices
5,844,555	December 1, 1998	Mathsoft Engineering & Education, Inc.	Locking Mechanism for Live Mathematical Documents
6,275,866	August 14, 2001	Mathsoft Engineering & Education, Inc.	Manipulation and Coupling of Object Oriented Components
60/550,125	March 4, 2004	Mathsoft Engineering & Education, Inc.	Method for Automatically Enabling Traceability of Engineering Calculations
10/368766	February 18, 2003	Mathsoft Engineering & Education, Inc.	Linguistic Support for a Recognizer of Mathematical Expressions
PCT 03/05061	February 13, 2003	Mathsoft Engineering & Education, Inc.	Linguistic Support for a Recognizer of Mathematical Expressions
10/378386	March 3, 2003	Mathsoft Engineering & Education, Inc.	Modeless Gesture Driven Editor for Handwritten Mathematical Expressions

SCHEDULE C

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None registered.