

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entivity Holdings, Inc.		07/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Entivity, Inc.
Street Address:	935 Technology Drive
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48108
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2701514	VISUAL LOGIC CONTROLLER
Registration Number:	2055101	STEEPLECHASE
Registration Number:	2083519	STEEPLECHASE SOFTWARE
Registration Number:	2057277	VLC

CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248 641-1600
Email:	docketingtm@hdp.com
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.
Address Line 1:	P.O. Box 828
Address Line 4:	Bloomfield Hills, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	7287-500046
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NAME OF SUBMITTER:	Christopher M. Brock
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Total Attachments: 3

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**ASSIGNMENT OF U.S. AND FOREIGN TRADEMARKS, TRADEMARK
REGISTRATIONS AND APPLICATIONS FOR REGISTRATION**

WHEREAS, Entivity Holdings, Inc., a corporation organized and existing under the laws of the state of Delaware, having its principal office address at 935 Technology Drive, Ann Arbor, Michigan 48108, (hereinafter, the "Assignor"), is the owner of certain Trademarks which are the subject of the Trademark Registrations identified in Schedule 1 attached hereto, and;

WHEREAS, Entivity, Inc., a corporation organized and existing under the laws of the state of Michigan, having its principal office at 935 Technology Drive, Ann Arbor, Michigan 48108, (hereinafter, the "Assignee"), is desirous of acquiring the entire right, title and interest of the Assignor in and to said Trademarks and Trademark Registrations identified in Schedule 1 attached hereto and the goodwill associated therewith;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration not herein specifically enumerated, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the Assignee, its successors, assigns or other legal representatives, Assignor's entire right, title and interest including the goodwill associated therewith, and any common law rights in and to the said Trademarks and Trademark Registrations, along with all renewals and extensions of the Trademark Registrations that are or may be secured throughout the world, together with all rights thereunder as the same would have been held by Assignor had this assignment and sale not been made, Assignor reserving no rights unto itself.

The foregoing sale, assignment and transfer shall include all claims for profits and damages of past infringement, if any, of said Trademarks and Trademark Registrations, with the right to sue for and collect the same for the Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (except for the time of Assignor's employees), including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (1) in the preparation and prosecution of any application for registration or the renewal of any registration of the Trademarks, (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks and Trademark Registrations assigned pursuant to this Assignment, and (3) the implementation or perfection of this Agreement.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer and its corporate seal to be hereto affixed.

ENTIVITY HOLDINGS, INC.

July 29, 2004

By: *Kenneth V. Spenser*
Name: Kenneth V. Spenser
Title: President

(SEAL)

Schedule 1

STEEPLECHASE SOFTWARE INC. REGISTERED TRADEMARKS

MATTER#	CRF	COUNTRY	FILED	APPL#	REG DT	REG#	STATUS	CLASS
<u>VISUAL LOGIC CONTROLLER</u>								
65021-0001		UNITED STATES	05/13/1996	75/103,278	03/25/2003	2,701,514	Registered	09
<u>STEEPLECHASE</u>								
65021-0003		UNITED STATES	05/14/1996	104,228	04/22/1997	2,055,101	Registered	09
<u>STEEPLECHASE SOFTWARE</u>								
65021-0004		UNITED STATES	05/14/1996	75/103,780	07/29/1997	2,063,519	Registered	09
<u>VLC</u>								
65021-0002		UNITED STATES	05/13/1996	103,279	04/23/1997	2,057,277	Registered	09