

**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
Canto Software, Inc.		10/01/2002	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Canto, Inc.
Street Address:	290 Division Street, Suite 400
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1971451	CANTO
Registration Number:	1972963	CANTO
Registration Number:	2240046	CUMULUS
Registration Number:	2233135	CUMULUS

CORRESPONDENCE DATA	
Fax Number:	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-268-6327
Email:	jwolf@mofo.com
Correspondent Name:	Lynn M. Humphreys
Address Line 1:	Morrison & Foerster LLP, 425 Market St
Address Line 4:	San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	29550-24001.00
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NAME OF SUBMITTER:	Lynn M. Humphreys/Jae Wolf
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Total Attachments: 2
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TRADEMARK ASSIGNMENT

WHEREAS, Canto Software, Inc., a California corporation with its principal place of business at 290 Division Street, Suite 400, San Francisco, CA 94103, ("Assignor") is the sole owner of all rights, title and interest in and to the trademarks set forth in Exhibit A (the "Marks"), and to the goodwill and reputation of the business connected with and symbolized by these trademarks;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks to Canto, Inc., a Delaware corporation with its principal place of business at 290 Division Street, Suite 400, San Francisco, CA 94103 ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.1 Assignment. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks, together with (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith, and (d) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Marks; and to settle and retain proceeds from any such actions) (collectively, the "Rights"). Assignor retains no rights to use the Marks and agrees not to challenge the validity of Assignee's ownership in the Marks.

1.2 Later Acquired or Enlarged Rights. In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Marks than that assigned hereunder, such later-acquired rights shall be automatically subject to this Agreement such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the Effective Date.

1.3 Cooperation. Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's Rights in the Marks; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CANTO SOFTWARE, INC.

By: [Signature]

Name: JENNIFER NEUMANN

Title: CEO

CANTO, INC.

By: [Signature]

Name: HANS-DIETER SCHAEFER

Title: CFO

Date: 10/01/02

EXHIBIT A

MARKS

Mark	Registration Number	Goods/Services
CANTO & LOGO	Canadian Reg. 499551	National - Computer software for database management
CUMULUS	Canadian Reg. 499,550	National - Computer software for database management
CANTO & LOGO	European Reg. 000624569	Intl. 9: Computer software for database management
CUMULUS	European Reg. 624536	Intl. 9: Computer software for database management
CANTO & LOGO	Japanese Reg. 4272191	Intl. 9: Electrical communication apparatus and instruments; pre-recorded (encoded) magnetic cards/sheets/tapes, pre-recorded compact disks and other record; electronic circuits, magnetic disks, magnetic tapes and CD-ROMs in which computer programs are recorded, and other electronic apparatus and instruments and parts thereof; machines and instruments for use in amusement parks; cinematographic films, slide films, pre-recorded video discs/tapes; video game apparatus for personal use.
CUMULUS	Japanese Reg. 4223017	Intl 9: Electrical communication apparatus and instruments; pre-recorded (encoded) magnetic cards/sheets/tapes, pre-recorded compact disks and other record; electronic circuits, magnetic disks, magnetic tapes and CD-ROMs in which computer programs are recorded, and other electronic apparatus and instruments and parts thereof; machines and instruments for use in amusement parks; cinematographic films, slide films, pre-recorded video discs/tapes; video game apparatus for personal use
CANTO	U.S. Reg. 1,971,451	Intl. 9: Computer software for database management
CANTO & LOGO	U.S. Reg. 1,972,963	Intl. 9: Computer software for database management
CUMULUS	U.S. Reg. 2,240,046	Intl. 9: Computer software for database management
CUMULUS & DESIGN	U.S. Reg. 2,233,135	Intl. 9: Computer software for database management