

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Ascential Software Corporation | Informix Corporation | 08/15/2001 | CORPORATION: DELAWARE |

| | |
|----------------------|------------------------|
| RECEIVING PARTY DATA | |
| Name: | Wonderware Corporation |
| Street Address: | 100 Technology Drive |
| City: | Irvine |
| State/Country: | CALIFORNIA |
| Postal Code: | 92168 |
| Entity Type: | CORPORATION: DELAWARE |

| | | |
|---------------------------|---------|-----------|
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2183236 | PRISM |
| Registration Number: | 2211400 | PRISM |
| Registration Number: | 2183235 | PRISM |

| | |
|--|----------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (508)549-6295 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 508-549-6320 |
| Email: | nicole.linehan@foxboro.com |
| Correspondent Name: | Nicole L. Linehan |
| Address Line 1: | 33 Commercial Street |
| Address Line 2: | B51-2J |
| Address Line 4: | Foxboro, MASSACHUSETTS 020352099 |

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | MARCAM, 3 PRISM TRANSFERS |
|-------------------------|---------------------------|

| | |
|--------------------|-------------|
| NAME OF SUBMITTER: | Nancy Fonda |
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Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into on this 15th day of August 2001 (the "Effective Date"), by and between Wonderware Corporation, a Delaware corporation with offices located at 100 Technology Drive, Irvine, California ("Wonderware"), and Ascential Software Corporation (formerly known as Informix Corporation), a Delaware corporation with offices located at 4100 Bohannon Drive Menlo Park, California 94025 (collectively, "Ascential").

WHEREAS, Informix Corporation has recently changed its corporate name to Ascential Software Corporation as evidenced by the name change certificate attached to this Agreement as Exhibit A;

WHEREAS, Ascential, is the present owner of the trademarks identified in Exhibit B, attached hereto (the "Trademarks") and made a part of the Agreement;

WHEREAS, Ascential agrees to assign all right, title and interest in the Trademarks to Wonderware;

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

1. ASSIGNMENT.

Ascential hereby assigns to Wonderware all right, title and interest in and to the Trademarks throughout the world together with the common law rights and goodwill of the business symbolized by the Trademarks and together with the right to recover for damages and profits from past infringements thereof, if any.

2. PAYMENT.

Wonderware shall pay Ascential eighteen thousand dollars (\$18,000). This amount shall be paid by transfer wire or certified check within five (5) business days following the Effective Date of this Agreement.

3. POWER OF ATTORNEY.

Ascential hereby constitutes and appoints Wonderware as Ascential's true and lawful attorney in fact, with full power of substitution in Ascential's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Wonderware or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Ascential's favor from the respective date of first use or filing of any of the Trademarks to the Effective Date of this Assignment. Ascential hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. ASCENTIAL'S REPRESENTATIONS AND WARRANTIES.

Ascential represents and warrants that to the best of its knowledge Ascential owns all right, title and interest in and to the Trademarks and the registrations and applications therefor, free and clear of all liens and encumbrances. Ascential further warrants and represents that to the best of its knowledge the Trademarks do not infringe or violate and have not infringed or violated the trademark, trade name, service mark or other proprietary rights of any person, nor has any claim of infringement or violation been made. Ascential has no knowledge of any suit, action, claim, proceeding, or governmental or administrative investigation or action pending or threatened against the Trademarks. To the best of Ascential's knowledge, the sale, transfer, assignment and delivery of the Trademarks and the registrations and applications therefor will transfer to Wonderware full legal title to the Trademarks and the registrations and applications therefor, free and clear of all liens and encumbrances.

5. TERMINATION OF ASCENTIAL'S USE OF THE MARKS.

Ascential agrees to undertake all steps necessary to completely phase out the use, if any, of the Trademarks on or before the August 31, 2001. Ascential further agrees not to adopt, use, register or attempt to register any mark or trade name confusingly similar to the Trademarks in any jurisdiction throughout the world on or after the Execution Date.

6. FURTHER ASSURANCES.

Ascential undertakes at the request and expense of Wonderware to do all acts and execute all documents which may be necessary to confirm the title of Wonderware to the Trademarks assigned, whether in connection with any registration of such title or otherwise

7. MISCELLANEOUS.

7.1 WAIVER.

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.2 SUCCESSORS OR ASSIGNS.

This Agreement shall be binding on, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7.3 NOTICES.

All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or by facsimile on the party to whom notice is to be given, or five (5) days after mailing if mailed to a party to whom notice is to be given, by first class mail, postage prepaid, and addressed as set forth above.

7.4 SEVERABILITY.

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision without the limits of applicable law or applicable court decisions.

7.5 GOVERNING LAW.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts entered into by California residents and to be performed within such State.

7.6 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings between them. This Agreement shall not be changed, modified, or amended except by a writing signed by both parties.

7.7 CONSEQUENTIAL DAMAGES WAIVER.

ASCENTIAL SHALL NOT BE LIABLE TO WONDERWARE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FROM LOST PROFITS OR LOST USE EVEN IF ASCENTIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.8 EFFECTIVE DATE.

This agreement shall be deemed effective only as of the date on which it has been fully executed by both parties. It shall remain an offer which may at any time be revoked and shall not be deemed effective unless and until both parties have executed this Agreement in full. It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

IN WITNESS HEREOF, the undersigned have affixed their signatures on the dates set forth below:

Ascential Software Corporation

Wonderware Corporation

By: 

By: 

Print Name: **GARY LLOYD**
Vice President, General Counsel and Secretary

Print Name: **P.C. MAYNARD**
ASST SECRETARY

Date: 8/5, 2001

Date: 8-6, 2001

Exhibit B Ardent
U.S. TRADEMARKS

| ID | Mark | Country | United States | Class | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Status |
|-------|----------------------------|---------|---------------|-------|-----------------------|------------|------------|---------|------------|---------------------|
| 19785 | ARDENT | | | 9 | Ardent Software | 75/418494 | 01/15/1998 | | | Notice of Allowance |
| 19775 | ARDENT (STYLIZED) | | | 9 | Ardent Software | 75/437837 | 02/20/1998 | | | Notice of Allowance |
| 19746 | AXIBELB | | | 9 | Ardent Software | 75/662134 | 03/17/1999 | | | Office Action |
| 20441 | CONCUR & DESIGN | | | 35 | Ardent Software | 74/468825 | 12/19/1993 | 1874153 | 01/17/1995 | Registered |
| 19794 | DATASTAGE | | | 9 | Ardent Software | 75/117647 | 06/11/1996 | 2118460 | 12/02/1997 | Registered |
| 19773 | DIALOGUR | | | 9 | Ardent Software | 75/491810 | 05/26/1998 | | | Notice of Allowance |
| 19790 | DOVESTAIL | | | 9 | Ardent Software | 75/378825 | 10/24/1997 | | | Abandoned |
| 19745 | E-STAGE | | | 9 | Ardent Software | 75/797820 | 09/19/1999 | | | Abandoned |
| 19774 | INTERPLAY | | | 9 | Ardent Software | 75/491801 | 05/26/1998 | | | Office Action |
| 19787 | LOGICAL | | | 9 | Ardent Software | 75/378829 | 10/24/1997 | | | Abandoned |
| | INTEGRATION | | | | | | | | | |
| 19770 | METAARCTECT | | | 9 | Ardent Software | 75/492846 | 05/26/1998 | | | Notice of Allowance |
| 19772 | METABROKER | | | 9 | Ardent Software | 75/491811 | 05/26/1998 | | | Notice of Allowance |
| 19748 | METAHEU | | | 9 | Ardent Software | 75/654498 | 03/05/1999 | | | Office Action |
| 19771 | METAINTegrator | | | 9 | Ardent Software | 75/491812 | 05/26/1998 | | | Abandoned |
| 19747 | METASTAGE | | | 9 | Ardent Software | 75/654499 | 03/05/1999 | | | Notice of Allowance |
| 19768 | POGTRATS | | | 16 | Ardent Software | 75/597963 | 12/02/1998 | | | Published |
| 19769 | REDBEANS | | | 9 | Ardent Software | 75/581987 | 11/03/1998 | | | Office Action |
| 19749 | REDBEANS & DESIGN | | | 9 | Ardent Software | 75/607989 | 12/18/1998 | | | Office Action |
| 19791 | SUPERTECH | | | 9 | Ardent Software | 75/209051 | 12/05/1996 | 2127076 | 01/06/1998 | Registered |
| 19744 | SYSTEM BUILDER | | | 9 | Ardent Software | 75/851240 | 11/17/1999 | | | Registered |
| 19801 | UNIDATA | | | 9 | Ardent Software | 73/591116 | 04/01/1986 | 1412148 | 10/07/1986 | Pending Application |
| 19797 | UNIDATA & DESIGN | | | 9 | Ardent Software | 74/516534 | 04/25/1994 | 1955425 | 02/06/1996 | Registered |
| 19799 | UNISQL | | | 9 | Ardent Software | 74/347242 | 01/11/1993 | | | Registered |
| 19793 | UNIVERSE | | | 9 | Ardent Software | 75/122801 | 06/20/1996 | | | Abandoned |
| 19810 | ITERATIONS | | | 42 | Pdsma Solutions, Inc. | 75/1081102 | 03/29/1996 | 2131853 | 01/27/1998 | Registered |
| 19811 | ITERATIONS | | | 16 | Pdsma Solutions, Inc. | 75/1081102 | 04/03/1996 | 2160502 | 09/29/1997 | Registered |
| 19812 | ITERATIONS | | | 9 | Pdsma Solutions, Inc. | 75/1082926 | 04/03/1996 | 2146690 | 03/24/1998 | Registered |
| 19807 | PRISM | | | 9 | Pdsma Solutions, Inc. | 75/1082925 | 04/03/1996 | 2074689 | 06/24/1997 | Registered |
| 19809 | PRISM | | | 16 | Pdsma Solutions, Inc. | 75/1038837 | 12/29/1995 | 2183236 | 08/25/1998 | Registered |
| 19806 | PRISM & DESIGN | | | 9 | Pdsma Solutions, Inc. | 75/1038834 | 12/29/1995 | 2271400 | 12/15/1998 | Registered |
| 19808 | PRISM & DESIGN | | | 16 | Pdsma Solutions, Inc. | 75/1038836 | 12/29/1995 | 2183235 | 08/25/1998 | Registered |
| 19804 | SURESTART | | | 42 | Pdsma Solutions, Inc. | 75/1038835 | 12/29/1995 | | | Abandoned |
| 19805 | SURESTART | | | 16 | Pdsma Solutions, Inc. | 75/483612 | 05/12/1998 | | | Suspended |
| 19815 | REDBACK | | | 9 | Pdsma Solutions, Inc. | 75/1081100 | 03/29/1996 | | | Abandoned |
| | OBJECT STUDIO | | | | | 75/1099844 | 11/18/1996 | 2135481 | 02/10/1998 | Abandoned |
| | PURERON (Stylized Letters) | | | | Unitata, Inc. | | | | | CANCEL ACTION |

TRADEMARK