

Docket No: 17730-008001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies):
FLEET NATIONAL BANK (Successor in Interest to First National Bank of Boston)

Individual(s)
 Association – a national banking association
 General Partnership
 Limited Partnership
 Corporation–State _____
 Other _____

Additional name(s) attached? Yes No

2. Name and address of receiving party(ies):
STERLING SOFTWARE, INC.
 15301 Dallas Parkway, Suite 400
 Addison, Texas 75001

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation–State Delaware
 Other _____

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other: Release From Trademark Security Agreement recorded at Reel/frames 0716/026 through 030 and Supplemental Grant and Notice of Security Interest recorded at Reel/frame 1069/0429

Execution Date: 11/18/04

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

4. Application number(s) or trademark number(s):
 A. Trademark Application No(s): _____

Additional numbers attached? Yes No

B: Trademark No(s):
SEE ATTACHED

5. Name/address of party to whom correspondence concerning document should be mailed:
Terry J. Stalford
Fish & Richardson P.C.
5000 Bank One Center
1717 Main Street
Dallas, Texas 75201

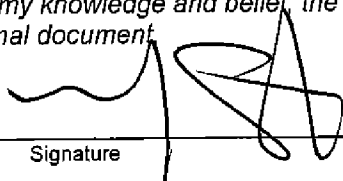
6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR §3.41): **\$415**
 Enclosed
 Authorized to charge Deposit Account.

8. Deposit Account No.: **06-1050**
 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

9. Statement and Signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

Terry J. Stalford
 Name of Person Signing


 Signature

11/19/04
 Date

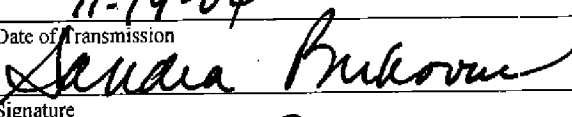
Total number of pages including cover sheet, attachments, and document: 4

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

11-19-04
 Date of Transmission


 Signature

SANDRA BUKOVAC
 Typed or Printed Name of Person Signing Certificate

TRADEMARK

CH \$415.00 061050 1769783

CONTINUATION OF 4. B – Trademark No(s).

Registration Nos.

1769783
1932003
1932004
1933669
1933670
1933674
1933676
1933677
1933683
1933691
1933692
1933694
1933699
1933701
1933702
1951716

**RELEASE FROM
TRADEMARK SECURITY INTEREST**

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of April 21, 1988, by and among **STERLING SOFTWARE, INC.**, a Delaware corporation (the "*Grantor*"), **FLEET NATIONAL BANK**, a Bank of America company, successor in interest to First National Bank of Boston, a national banking association, with executive offices at 100 Federal Street, Boston, Massachusetts 02110 (the "*Collateral Agent*"), and those banking institutions signatory thereto (the "*Banks*"), as amended by that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 8, 1990, the Grantor and Collateral Agent entered into (a) that certain Assignment Agreement dated as of April 20, 1988, as amended by that certain Amended and Restated Assignment Agreement dated as of June 8, 1990, (b) that certain Amended and Restated Notice of Security Interest in Trademarks dated as of June 8, 1990 and recorded with the United States Patent and Trademark Office on June 13, 1990 at Trademark Reel 0716 frames 026 through 030, and (c) that certain Supplemental Grant and Notice of Security Interest in trademarks dated as of November 22, 1993 and recorded with the United States Patent and Trademark Office on November 30, 1993 at Trademark Reel 1069 frame 0429, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Banks, a security interest (the "*Security Interest*") in all U.S. Trademarks and associated goodwill therein, and in all other Trademarks and associated goodwill therein then or after-acquired by the Grantor.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent does hereby terminate and release its interest in and to the Security Interest entered into with the Grantor, and does hereby release any interest it may have, if any, in the trademarks specifically listed on the attached Exhibit A.

COLLATERAL AGENT

FLEET NATIONAL BANK

a Bank of America company

successor in interest to First National Bank of Boston

By: _____

James C. Lewis

Its: Managing Director

(Duly Authorized)

EXHIBIT A

<u>REGISTRATION NO.</u>	<u>MARK</u>
1769783	VECTOR
1932003	VECTOR:RECONCILE
1932004	VECTOR:RETURNS
1933669	VECTOR:INQUIRY
1933670	VECTOR:KITE
1933674	VECTOR:CONNEXION
1933676	VECTOR:NOTIFICATION
1933677	VECTOR:MICROFILM
1933683	VECTOR:TRACKING
1933691	VECTOR:ANALYSIS
1933692	VECTOR:ADJUSTMENTS
1933694	VECTOR:CLEARING
1933699	VECTOR:SORT
1933701	VECTOR:PRESENTMENT
1933702	VECTOR:PREDECISION
1951716	VECTOR:COLLECTIONS