

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sopheon Corporation		07/01/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	TTech Acquisition Corp.
Street Address:	625 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2169831	TELTECH...THE KNOWLEDGE-MANAGEMENT COMPANY
Registration Number:	2696289	INTOTA
Registration Number:	1642386	TELTECH

CORRESPONDENCE DATA	
Fax Number:	(212)415-8701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212)415-8700
Email:	ptotmcommunications@morganfinnegan.com
Correspondent Name:	Morgan & Finnegan, LLP
Address Line 1:	3 World Financial Center
Address Line 4:	New York, NEW YORK 10281-2101

ATTORNEY DOCKET NUMBER:	7031-4042
-------------------------	-----------

NAME OF SUBMITTER:	Maren C. Perry
--------------------	----------------

Total Attachments: 6  
 source=TTECHassignment#page1.tif  
 source=TTECHassignment#page2.tif

CH \$90.00 2169831

source=TTECHassignment#page3.tif  
source=TTECHassignment#page4.tif  
source=TTECHassignment#page5.tif  
source=TTECHassignment#page6.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

KNOW ALL MEN BY THESE PRESENTS, that **Sopheon Corporation**, a Minnesota corporation ("**Assignor**"), for good and valuable consideration paid by **TTech Acquisition Corp.**, a Delaware corporation ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to Assignee, its successors and assigns, any and all of its right, title and interest in and to any and all of the intellectual property assets that it may have (the "**Business Intellectual Property**"), together with the goodwill associated with the use of such intellectual property with Assignor's business, including, without limitation, (a) all Proprietary Rights (as defined below) owned by Assignor or to which Assignor has access, right of use, or right of control; (b) all licenses and other rights granted by Assignor to any third party with respect to Proprietary Rights; (c) all licenses, sublicenses, marketing and other rights granted or offered by any third party to Assignor with respect to the Proprietary Rights, and rights thereunder; (d) all agreements with third parties respecting the acquisition of licenses in respect of any Proprietary Rights in connection with the business formerly conducted by Assignor, and (e) all rights and remedies against infringement, and rights to protection of interests in such Proprietary Rights as provided under the laws of any applicable jurisdictions. "**Proprietary Rights**" means all rights in: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works, all copyrights; all mask works and associated rights covered by the Semiconductor Chip Protection Act; all registrations and applications and renewals for any of the foregoing; all trade secrets, all Know-How (defined below), Code (defined below) all designs, drawings, specifications, all manufacturing and production processes and techniques, all testing data and data management techniques and knowledge, all technical and computer data, Documentation (defined below) and Software (defined below), financial, business and marketing plans, all materials and chemical formulations information, all books, records, ledgers, files, documents, correspondence, lists, creative materials, advertising and promotional materials, studies, reports and other printed or written materials, customer and supplier lists and all copies and tangible embodiments thereof, which Assignor possesses or has the right to control related to the design, manufacture, sale, use, marketing and distribution of composites/plastics, including but not limited to those assets listed on Schedule 1 attached hereto.

As used herein, the following capitalized terms shall have the following definitions: "**Know-How**" shall include tradesecrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "**Documentation**" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Business Intellectual Property; "**Code**" shall mean computer programming code, and except as otherwise specified shall include both Object Code and Source Code; "**Object**

**Code**" shall mean the machine executable form of the Code; **"Source Code"** shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and **"Software"** shall mean any instructions and associated data capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form, as well as program specifications, input data and report layouts and format, record file layouts, diagrams, functional specifications, and narrative descriptions, flow charts produced by or for Assignor as of the undersigned date, which are related to the Business Intellectual Property.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and hold same in trust for Assignee without additional compensation therefore, and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignor shall promptly prepare and deliver for recording any instrument necessary to perfect or record the transfer of any of the Business Intellectual Property in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording office where such recordings are properly made.

Upon the Assignee's request at any time and from time to time, the Assignor shall execute and deliver to the Assignee such additional instruments as the Assignee deems necessary to vest the Assignee with the sole ownership of an exclusive worldwide rights in and to all such intangible assets.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed this 1<sup>st</sup> day of July, 2003.

ASSIGNOR:

SOPHEON CORPORATION

By

Its

Ronald K. Helgeson  
Vice President

STATE OF MINNESOTA )  
                                  )  
COUNTY OF HENNEPIN )

ss:

Before me, a Notary Public in and for the said County and State, personally Ronald K. Helgeson, who acknowledged that they are the persons who executed the foregoing Agreement and acknowledged it to be their free and voluntary act and deed.

Witness my hand and notarial seal this 1<sup>st</sup> day of July, 2003.

Stephanie L. Carrier  
Notary Public

(NOTARIAL SEAL)



[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ASSIGNEE:

TTECH ACQUISITION CORP.

By Peter Stone  
Its Treasurer

STATE OF NEW YORK    )  
                                  )  
COUNTY OF New York    )    ss:

Before me, a Notary Public in and for the said County and State, personally Peter Stone, who acknowledged that they are the persons who executed the foregoing Agreement and acknowledged it to be their free and voluntary act and deed.

Witness my hand and notarial seal this 2<sup>nd</sup> day of July, 2003.

Doris E. Guntner  
Notary Public

(NOTARIAL SEAL)

**DORIS E. GUNTNER**  
Notary Public, State of New York  
No. 01GU4612646  
Qualified In Nassau County  
Term Expires Dec. 31, 2005

**SCHEDULE 1  
TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

**Service Marks:**

Teltech ®  
Intota tm  
Teltech□□□the knowledge management company®  
Sentry\*

\* Registration abandoned in February of 1997, but Sopheon Corporation continues to use the mark and has common law rights in the mark.

**Trademark**

MARK	U.S. APPLICATION NUMBER & FILING DATE	REGISTRATION NUMBER & REGISTRATION DATE
TELTECH	74/050,657 4/19/90	1,642,386 4/23/91
TELTECH...THE KNOWLEDGE-MANAGEMENT COMPANY	74/642,525 3/6/95	2,169,831 6/30/98

**Proprietary Databases:**

- Expert database
- Supplier intelligence database
- Client question database
- Research topic database

**Proprietary Sources:**

- Network of experts

**Proprietary Tools/Methodologies:**

- Technical thesaurus
- Knowledge transfer tracking system (KTTS)
- Internal expert network (Answerlink)
- Research deliverables templates
- Report card system (measures service ROI)
- Library of taxonomies
- Research output editing macros

Schedule I-1

1535504v3  
FINAL

**TRADEMARK  
REEL: 002987 FRAME: 0026**

- Automated knowledge profiling
- Current awareness research process software
- Document supply-center software
- In-depth research methodologies (e.g., expert panels)

**Internet Domain Names:**

Intota.com  
teltech.com

**Websites:**

Teltech.com portal  
Intota portal

Schedule 1-2

1535504v3  
FINAL

RECORDED: 12/06/2004

TRADEMARK  
REEL: 002987 FRAME: 0027