

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HUNCH, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other (Missouri Limited Liability Co.)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: PUNCH SOFTWARE LLC

Address: 7900 North West 100th Street
Kansas City, Missouri 64153

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation)
 Other - Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other - To correct the filing made at reel/frame
 2841/0513 on 4/26/04; recorded in error against appl. no. 78/144585
 but that should have been recorded against reg. no. 2772758.

Execution Date: April 15, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/144585

B. Trademark Registration No.(s) 2772758

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley Smith, Senior Legal Assistant
 Kirkland & Ellis LLP
 153 East 53rd Street
 New York, NY 10022-4675
 (212) 446-4800 (Phone)
 (212) 446-4900 (Fax)

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65

 Enclosed Authorized to be charged to Deposit Account

8. Charge to Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley Smith

Name of Person Signing

Hayley Smith

Signature

2-9-05

Date

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

RightFax

1/31/05 4/15/05 DATE 004/019 Fax Server
700151314
01/25/2005
700148349

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HUNCE, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other (Missouri Limited Liability Co.)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: PUNCH SOFTWARE LLC
Address: 7900 North West 100th Street
Kansas City, Missouri 64153

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other - To correct the record for App. No. 78/144585 that was listed in error on the Recordation Form Cover Sheet recorded at rec/frame 2841/0513 on 4/26/04.

Execution Date: April 15, 2004

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other - Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/144585

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley Smith, Senior Legal Assistant
Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022-4675
(212) 446-4800 (Phone)
(212) 446-4500 (Fax)

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.41)..... \$ 40
 Enclosed

Authorized to be charged to Deposit Account

8. Charge to Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley Smith
Name of Person Signing

Hayley Smith
Signature

1-25-05
Date

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

9986015_1.DOC

CH 840.00 111098 78144585

04/26/2004
700060765

002

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Hunch, LLC

 Individual(s)
 General Partnership
 Corporation (State-
 Other (Missouri Limited Liability Company)
 Association
 Limited Partnership
Additional name(s) of conveying party(ies) attached: Yes No

2. Name and Address of receiving party(ies)
Name: Punch Software, LLC
Address: 7900 North West 190th Street
Kansas City, Missouri 64157

 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other (Delaware Limited Liability Company)
Indigenous not domiciled in the United States a domestic representative designation is attached: Yes No
(Do not provide unless a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Other
 Merger
 Change of Name

Execution Date: April 25, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) See attached Schedule

Additional number attached? Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:
Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
135 East 57th Street
New York, NY 10022-4675
Phone (212) 416-4727, Facsimile (212) 416-490

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115
 Engaged
 Authorized to be charged to Deposit Account

8. Deposit Account No. 111098
(Attach duplicate copy of this page if payment by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document.
Hayley M. Smith Hayley M. Smith 4/26/04
Name of Person Signing Signature Date
Total number of pages (including cover sheet, attachments, and documents) _____

PRG cover sheet trademarks2.doc

RightFax

1/31/05 11:51

PAGE 008/019

Fax Server

OPR/ASSIGNMENTS

5/4/04 9:08

PAGE 5/5

RightFax

04/28/04 17:31 FAX 212 4464900

KIRKLAND & ELLIS LLP

005

SCHEDULE TO RECONCILIATION COVER SHEET

MASTER LANDSCAPE & SITE DESIGN	78/251,243 5/19/03	2,822,101 3/30/04
REAL MODEL	75/337,003 9/23/98	2,237,216 6/8/99
ARCHITECTURAL SERIES	75/337,003 7/17/02	2,772,758 10/7/03
PUNCH SOFTWARE	75/337,004 9/23/98	2,285,409 10/12/99

RightFax

1/31/05 11:51

PAGE 007/019

Fax Server

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of April 15, 2004 ("**Effective Date**") by and between Hunch, LLC, a Missouri limited liability company (previously Punch Software, LLC, a Missouri limited liability company) ("**Assignor**"), and Punch Software LLC, a Delaware limited liability company, ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 15, 2004 (the "**Agreement**");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto and the foreign applications for trademark registration set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "**Marks**"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to

RightFax 1/31/05 11:51 PAGE 008/010 Fax Server

the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * * *

RightFax

1/31/05 11:51 PAGE 009/019 Fax Server

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

"ASSIGNEE"

FUNCH SOFTWARE LLC

By: [Signature]
Name:
Title:

"ASSIGNOR"

FUNCH, LLC

By: _____
Name:
Title:

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

RightFax 1/31/05 11:51 PAGE 010/019 Fax Server

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of _____, 2004 by _____ who being duly sworn, did say that he/she is the _____ of Finch, LLC, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Notary Public

My commission expires: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of _____, 2004, by Reuben S. Levin who being duly sworn, did say that he/she is the President and Secretary of Punch Software LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Thana Leeperance
Notary Public

My commission expires: 1/28/06

THANA LEEPERANCE
Notary Public, State of New York
No. 01158583
Qualified by Nassau County
Certificate Filed at New York County
Commission Expires 1/28/06

RightFax

1/31/05 11:51

PAGE 011/019

Fax Server

Apr 15 04 10:46a

cara jenkins

819 891 8888

P.7

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

"ASSIGNEE"

PUNCH SOFTWARE LLC

By: _____

Name:
Title:

"ASSIGNOR"

HUNCH, LLC

By: *Peter T. Pierce*

Name: Peter T. Pierce
Title: President

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

RightFax

1/31/05 11:51 PAGE 012/019 Fax Server

Apr 15 04 10:44a gary.jenkins 618 831 8859 P.4

STATE OF Missouri)
) ss
COUNTY OF CLAY)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this 15 day of April, 2004 by Peter T. Pierce who being duly sworn, did say that he/she is the President of Houch, LLC, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.



Nikel L. Starbuck
Notary Public

My commission expires: 8/30/04

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of _____, 2004, by _____ who being duly sworn, did say that he/she is the _____ of Punch Software LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Notary Public

My commission expires: _____

RightFax

1/31/05 11:51

PAGE 013/019

Fax Server

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MASTER LANDSCAPE & HOME DESIGN	U.S.	78/251,745 5/19/03	2,822,101 3/30/04	REGISTERED Affidavit of Use due 3/30/10
REALMODEL	U.S.	75/537,005 9/23/98	1,252,216 6/8/99	REGISTERED Supplemental Register Affidavit of Use due 6/8/05
ARCHITECTURAL SERIES	U.S.	78/144,585 7/17/02	2,772,758 10/7/03	REGISTERED Supplemental Register Affidavit of Use due 10/7/09
PUNCE! SOFTWARE	U.S.	75/537,004 9/23/98	2,285,409 10/12/99	REGISTERED Affidavit of Use due 10/12/05
PUNCE!	European Comm.	1,600,741 4/10/00	1,600,741 3/4/02	REGISTERED Renewal due 4/10/10
MASTER LANDSCAPE	U.S.	76/227,864 3/22/01	N/A	ABANDONED ITU Failure to respond 12/18/03

RightFax

1/31/05 11:51

PAGE 014/019

Fax Server

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

None.

RightFax

1/31/05 11:51

PAGE 015/019

Fax Server

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Serial No. Filing Date	Class Date	Registration Status
PUNCH	European Comm.	1,600,741 4/10/90	1,600,741 3/4/02	REGISTERED Renewal due 4/10/10

RightFax

1/31/05 11:51

PAGE 016/019

Fax Server

SCHEDULE D

FOREIGN TRADEMARK APPLICATIONS

None.