

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
Help/Systems Incorporated		01/14/2005	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Help/Systems, Inc.
Street Address:	210 Baker Technology Plaza
Internal Address:	6101 Baker Road
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55345
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2258735	OPAL
Registration Number:	1628993	ROBOT
Registration Number:	1978335	ROBOT/ALERT
Registration Number:	2208887	ROBOT/CLIENT
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	2210906	ROBOT/CORRAL
Registration Number:	1639348	ROBOT/CPA
Registration Number:	2210907	ROBOT/DELIVER
Registration Number:	2755226	ROBOT/DOMINO
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	1976839	ROBOT/REPORTS
Registration Number:	1642436	ROBOT/SAVE

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Registration Number:	2450545	ROBOT/SCHEDULE
Registration Number:	2534166	ROBOT/SPACE
Registration Number:	2910689	ROBOT/TRANSFORM
Registration Number:	2704354	ROBOT/TRAPPER
Registration Number:	1978481	ROBOT/UPS
Serial Number:	78493146	ROBOT/LPAR

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Karen Schweickart
Signature:	/Karen Schweickart/
Date:	02/21/2005

Total Attachments: 9
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 14, 2005 ("Effective Date") by and among **HELP/SYSTEMS INCORPORATED**, a Minnesota Corporation, with its principal office at 210 Baker Technology Plaza, 6101 Baker Road, Minnetonka, MN 55345 (the "Assignor"), and **HELP/SYSTEMS, INC.**, a Delaware corporation, with its principal office at 210 Baker Technology Plaza, 6101 Baker Road, Minnetonka, MN 55345 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 14, 2005 (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 unregistered trademarks set forth on Schedule C attached hereto, the foreign trademark registrations set forth on Schedule D attached hereto, and the foreign applications for trademark registration set forth on Schedule E attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

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.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**HELP/SYSTEMS INCORPORATED
(ASSIGNOR)**

By: Janet Dyer
Name: Janet Dyer
Title: President

**HELP/SYSTEMS INC.
(ASSIGNEE)**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

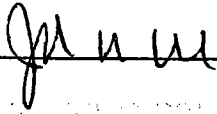
**HELP/SYSTEMS INCORPORATED
(ASSIGNOR)**

By: _____

Name: _____

Title: _____

**HELP/SYSTEMS INC.
(ASSIGNEE)**

By:  _____

Name: _____

Title: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date
OPAL	U.S.	2,258,735	7/6/99
ROBOT	U.S.	1,628,993	6/12/01
ROBOT/ALERT	U.S.	1,978,335	6/4/96
ROBOT/CLIENT	U.S.	2,208,887	12/8/98
ROBOT/CONSOLE	U.S.	1,715,358	9/15/92
ROBOT/CORRAL	U.S.	2,210,906	12/15/98
ROBOT/CPA	U.S.	1,639,348	3/26/91
ROBOT/DELIVER	U.S.	2,210,907	12/15/98
ROBOT/DOMINO	U.S.	2,755,226	8/26/03
ROBOT/MONITOR CANCELLED	U.S.	1,978,480	6/4/96
ROBOT/NETWORK	U.S.	1,711,417	9/1/92
ROBOT/REPLAY	U.S.	2,222,678	2/9/99
ROBOT/REPORTS	U.S.	1,976,839	5/28/96
ROBOT/SAVE	U.S.	1,642,436	4/23/91
ROBOT/SCHEDULE	U.S.	2,450,545	5/15/01
ROBOT/SPACE	U.S.	2,534,166	1/29/02
ROBOT/TRANSFORM	U.S.	2,910,689	12/14/04
ROBOT/TRAPPER	U.S.	2,704,354	4/8/03
ROBOT/UPS	U.S.	1,978,481	6/4/96

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Mark	Country	Serial No.	Filing Date
ROBOT/LPAR	U.S.	78/493,146	10/1/04
DISPLAY LINK ABANDONED	U.S.	74/224,057	11/22/91
OPAL ABANDONED	U.S.	74/237,069	1/13/92

SCHEDULE C

U.S. STATE TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date
ROBOT NONRENEWED	Minnesota	14990	8/8/89

SCHEDULE D

UNREGISTERED TRADEMARKS

Robot/AUTOTUNE
Easy View

Robot character illustration

help/systems sans serif logo



help/systems Good Neighbor logo



SCHEDULE E

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date
ROBOT/CONSOLE	CTM	2,150,308	8/1/02
ROBOT/SAVE	CTM	2,151,900	5/10/02
ROBOT/SCHEDULE	CTM	2,151,736	9/30/02

SCHEDULE F

FOREIGN TRADEMARK APPLICATIONS

Mark	Country	Serial No.	Filing Date
ROBOT/ALERT	CTM	2,943,967	11/22/02
ROBOT/REPORTS	CTM	2,944,189	11/22/02