

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spring Capital Partners, L.P.		03/18/2005	LIMITED PARTNERSHIP: MARYLAND

RECEIVING PARTY DATA

Name:	Mathsoft Engineering & Education, Inc.
Street Address:	101 Main Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	CORPORATION: DELAWARE

Name:	Mathsoft Corporate Holdings, Inc.
Street Address:	101 Main Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2752836	MATHSOFT
Registration Number:	2836034	MATHSOFT
Registration Number:	2604376	STUDYWORKS! ONLINE
Registration Number:	2192085	STUDYWORKS!
Registration Number:	2107766	STUDYWORKS
Registration Number:	1552712	MATHSTATION
Registration Number:	1457219	MATHCAD
Serial Number:	78449711	DESIGNATE

CH \$215.00 2752836

CORRESPONDENCE DATA

Fax Number: (617)523-1231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617.570.1291

Email: mrovner@goodwinprocter.com

Correspondent Name: Miriam J. Rovner, Senior Paralegal

Address Line 1: Goodwin Procter LLP

Address Line 2: Exchange Place, 53 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/Miriam J. Rovner/
Date:	03/22/2005

Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

This Release, dated as of March 18, 2005, is made by Spring Capital Partners, L.P., a Maryland limited partnership having a principal place of business at The Latrobe Building, 5th Floor, 2 East Read Street, Baltimore, Maryland 21202 (the "Creditor") under that certain Intellectual Property Collateral Agreement (the "Collateral Agreement") dated as of January 22, 2001, by and between the Creditor, Mathsoft Engineering & Education, Inc., a Delaware corporation having a principal place of business at 101 Main Street, Cambridge, Massachusetts 02142 (the "Borrower") and Mathsoft Corporate Holdings, Inc., a Delaware corporation having a principal place of business at 101 Main Street, Cambridge, Massachusetts 02142 (the "Guarantor"). Borrower and Guarantor are collectively referred to herein as the "Loan Parties." Capitalized terms used herein shall have the same meanings as defined in the Collateral Agreement, unless otherwise specified herein.

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, the Loan Parties granted to the Creditor a continuing security interest in certain assets of the Borrower as collateral, including but not limited to the patents set forth on Schedule A hereto (the "Patents") and the trademarks set forth on Schedule B hereto (the "Trademarks"); and

WHEREAS, the Creditor now wishes to release and assign back to the Loan Parties its security interest in the Patents, the Trademarks and any goodwill of the business appurtenant to the Trademarks, and to have such release appear and be reflected on the records of the United States Patent & Trademark Office, and any other governmental records where such Collateral Agreement has been recorded or reflected;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor does hereby release, demise, discharge and assign back to the Loan Parties, and each of them, its security interest in, to and under the Patents, the Trademarks and any goodwill of the business appurtenant to the Trademarks, granted to the Creditor pursuant to the Collateral Agreement, and any right, title and interest of the Creditor in, to or under the Patents, the Trademarks and any goodwill of the business appurtenant to the Trademarks shall hereby cease and become void.

Upon the reasonable request of the Borrower or the Guarantor, the Creditor shall execute any further documents as may be reasonably necessary to fully effectuate the release of its security interest in the Trademarks and the Patents set forth herein. The Borrower or the Guarantor may at its own expense record this Release with the United States Patent & Trademark Office, and/or with any other governmental agency or agencies as they may deem necessary or appropriate to effectuate the release granted herein.

The Creditor has full right, authority and power to enter into this Release and to carry out the release and assignment contemplated hereby.

The Release may be executed by the parties hereto in several counterparts, each of which shall be deemed an original and all of which shall constitute together but one and the same agreement.

This Release shall be deemed to be a contract made under and governed by the internal laws of the State of Maryland without regard to its conflict of laws provisions.

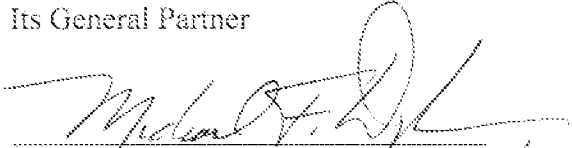
[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Release as of the date first set forth above.

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SPRING CAPITAL PARTNERS, L.P.

By: SPRING CAPITAL INVESTORS, LLC
Its General Partner

By: 
Name: Michael F. Donohue
Title: Member

MATHSOFT ENGINEERING & EDUCATION, INC.

By: _____
Name:
Title:

MATHSOFT CORPORATE HOLDINGS, INC.

By: _____
Name:
Title:

LIBC/2284804.1

IN WITNESS WHEREOF, the parties have executed this Release as of the date first set forth above.

SPRING CAPITAL PARTNERS, L.P.

By: SPRING CAPITAL INVESTORS, LLC
Its General Partner

By: _____
Name:
Title:

MATHSOFT ENGINEERING & EDUCATION, INC.

By: Michael Labinski
Name: Michael Labinski
Title: CFO

MATHSOFT CORPORATE HOLDINGS, INC.

By: Michael Labinski
Name: Michael Labinski
Title: CFO

EIBC/2284804.1

Mathsoft Engineering & Education, Inc.

Patent Schedule

Schedule A

Patent No./ App. No./Pub No.	Issue Date/Filing Date/ Publication Date	Owner/Assignee	Title	Reel/Film Number
2004-0015342	January 22, 2004	Mathsoft Engineering & Education, Inc.	Linguistic support for a recognizer of mathematical expressions	
6,275,866	August 14, 2001	Mathsoft Engineering & Education, Inc.	Manipulation and coupling of object oriented components	
2004-0054701	March 18, 2004	Mathsoft Engineering & Education, Inc.	Modeless gesture driven editor for handwritten mathematical expressions	
5,469,538	November 21, 1995	Mathsoft Engineering & Education, Inc.	Mathematical document editor and method performing live symbolic calculations for use with an electronic book	007986/0433
5,526,475	June 11, 1996	Mathsoft Engineering & Education, Inc.	Method for live symbolic calculations in a mathematical document editor	011601/0610
5,771,392	June 23, 1998	Mathsoft Engineering & Education, Inc.	Encoding method to enable vectors and matrices to be elements of vectors and matrices	011627/0577
5,844,555	December 1, 1998	Mathsoft Engineering & Education, Inc.	Locking mechanism for live mathematical documents	011601/0610
PCT 03/05061	February 13, 2003	Mathsoft Engineering & Education, Inc.	Linguistic support for a recognizer of mathematical expressions	

Mathsoft Engineering & Education, Inc.

Trademark Schedule

Schedule B

U.S. Trademarks

TRADEMARK	REG./SERIAL NUMBER	FILING DATE/REGISTRATION DATE	STATUS	Reel/Film Number
MATHSOFT (Stylized)	2,752,836	August 19, 2003	Registered	
MATHSOFT	2,836,034	April 27, 2004	Registered	
STUDYWORKS! ONLINE	2,604,376	August 6, 2002	Registered	
STUDYWORKS!	2,192,085	September 29, 1998	Registered	2308/0141
STUDYWORKS	2,107,766	October 21, 1997	Registered	2266-0895
MATHSTATION	1,552,712	August 22, 1989	Registered	2308-0141
MATHCAD	1,457,219	September 15, 1987	Registered	2308-0141
DESIGNATE	78/449,711	July 13, 2004	Pending – initialized	

Massachusetts Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
MATHSOFT	62399	January 15, 2003
MATHSOFT	62398	January 15, 2003
STUDYWORKS! ONLINE	60261	May 24, 2001
STUDYWORKS!	60260	May 24, 2001
MATHCAD	38330	May 1, 1986

Canada Trademarks

TRADEMARK	SERIAL/REGISTRATION NUMBER	DATE FILED/REGISTERED
STUDYWORKS!	TMA0517575	October 5, 1999
MATHCAD	TMA0347819	November 10, 2003
DESIGNATE	CA122478000	07/26/2004

United Kingdom Trademarks

TRADEMARK	REGISTRATION NUMBER	FILING DATE
DESIGNATE	UK002368673	July 21, 2004
MATHSOFT	UK001313959	June 24, 1987
MATHCAD	UK001313960	June 24, 1987
MATHSOFT	UK001528490	March 3, 1993
MATHCAD	UK001528493	March 3, 1993
MATHSOFT STUDYWORKS! (Stylized)	UK002123666	February 14, 1997
CALCULATION MANAGEMENT SUITE	UK002368578	July 20, 2004

European Community Trademarks

TRADEMARK	REGISTRATION NUMBER	FILING DATE
MATHSOFT	288555	April 1, 1996
MATHCAD	397646	April 1, 1996
STUDYWORKS!	600718	August 13, 1997
DESIGNATE	3944551	July 21, 2004

Japan Trademarks

TRADEMARK	SERIAL/ REGISTRATION NUMBER	DATE FILED/REGISTERED
DESIGNATE	2004-067285	July 21, 2004
MATHSOFT	262775	February 28, 1994
MATHCAD	2714980	June 28, 1996

Australia Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE REGISTERED
STUDYWORKS!	741413	August 14, 1997

China Trademarks

TRADEMARK	REGISTRATION NUMBER	DATE FILED/REGISTERED
MATHSOFT (Class 9)	(not yet available)	November 10, 2004
MATHCAD	(not yet available)	November 10, 2004
MATHSOFT (Class 41)	(not yet available)	November 10, 2004