

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the nature of conveyance previously recorded on Reel 001407 Frame 29. Assignor(s) hereby confirms the A successor to Assignor(s) hereby confirms the Security Agreement.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spectrum Associates, Inc.		10/31/1995	CORPORATION: MASSACHUSETTS
Minx Software, Incorporated		10/31/1995	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Fleet Bank of Massachusetts, N.A.
<b>Street Address:</b>	75 State Street
<b>Internal Address:</b>	MABOF04M
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National banking association: UNITED STATES

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1393099	GROWTHPOWER

**CORRESPONDENCE DATA**

Fax Number: (704)444-1111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704 444 1000  
 Email: mpoveromo@alston.com  
 Correspondent Name: George M. Taulbee  
 Address Line 1: 101 South Tryon Street, Suite 4000  
 Address Line 2: Bank of America Plaza  
 Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

<b>NAME OF SUBMITTER:</b>	George M. Taulbee
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**OP \$40.00 1393099**

Signature:

/George M. Taulbee/

Date:

04/08/2005

**Total Attachments: 7**

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MEG 11-7-95

FORM PTO-1084 (Rev. 6-03)  
 CMB No. 0851-0011 (exp. 4-04)  
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**RECORD**  
**TT**

12-01-1995

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

70-481  
50-482

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Spectrum Associates, Inc.      Mimx Software, Incorporated  
 600 West Cummings Park      600 West Cummings Bank  
 Woburn, MA 01801              Woburn, MA 01801

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Spectrum-MA Mimx-CA  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Fleet Bank of Massachusetts, N.A.  
 Internal Address: MABOF04M  
 Street Address: 75 State Street  
 City: Boston      State: MA      ZIP: 02109

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other: National Banking Association

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 \_\_\_\_\_

Execution Date: October 31, 1995

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

A. Trademark Application No.(s)  
 No. 74/705,107

B. Trademark Registration No.(s)  
 No. 1,393,099  
 No. 1,704,593

Additional numbers attached?  Yes  No

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

Name: Amy Costello, Legal Assistant  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Hinckley, Allen & Snyder  
 1500 Fleet Center  
 City: Providence      State: RI      ZIP: 02903

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

050 01 11/27/95 74705107      DO NOT USE THIS SPACE      40.00 LR  
 050 01 11/27/95 74705107      0.482      60.00 CR

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.

Maureen T. Reynolds  
 Name of Person Signing

*Maureen T. Reynolds*  
 Signature

11/3/95  
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignment  
 Washington, D.C. 20531  
**TRADEMARK**  
 REEL: 1407 FRAME: 0029

WP: COSTELLO:FB036581 .AB2 October 31, 1995

CONDITIONAL TRADEMARK ASSIGNMENT

THIS CONDITIONAL TRADEMARK ASSIGNMENT made as of October 31, 1995 by and between SPECTRUM ASSOCIATES, INC., a Massachusetts corporation with a principal place of business at 600 West Cummings Park, Woburn, Massachusetts 01801 ("Spectrum"), MINX SOFTWARE, INCORPORATED, a California corporation with a principal place of business at 600 West Cummings Park, Woburn, Massachusetts 01801 ("Minx") (Spectrum and Minx shall be jointly and severally referred to herein as the "Assignor") and FLEET BANK OF MASSACHUSETTS, N.A., a national banking association created and existing under the laws of the United States with a principal place of business at 75 State Street, Boston, Massachusetts 02109 ("Assignee"), acting as Agent for itself and the other Lenders, and each of the other Lenders who now and/or hereafter become Lenders pursuant to the terms of a Loan Agreement of even date herewith by and between Assignor and Assignee (the "Loan Agreement").

WHEREAS: Pursuant to the terms of Security Agreements of even date herewith by and between each Assignor and Assignee (collectively, as amended from time to time, the "Security Agreement"), Assignor has concurrently granted to Assignee a security interest in all of Assignor's assets to secure, *inter alia*, the payment and performance of the obligations of Assignor to Assignee as more fully set forth in the Security Agreement; and

WHEREAS: To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has jointly and severally executed and delivered to Assignee this Conditional Trademark Assignment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN, Assignor does hereby jointly and severally conditionally assign, sell, transfer and grant unto Assignee all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark and servicemark (whether registered or unregistered), and each registration thereof, and each trademark and servicemark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, servicemark or trademark or servicemark registration application set forth on Schedule A, attached hereto and incorporated herein by reference;

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(ii) all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoove; and

(iii) the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:

(a) The occurrence and continuation of an Event of Default as defined in the Security Agreement;

(b) The exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Trademarks; and

(c) The delivery by Assignee to Assignor in accordance with the Security Agreement of written notice of its intention to exercise the rights and remedies granted to it hereunder or under the Security Agreement.

1. Assignor does hereby jointly and severally acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Conditional Trademark Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all registered (state, federal and international) trademarks and servicemarks in which Assignor has any interest and (b) all applications pending for registration of trademarks and servicemarks in which Assignor has any interest.

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(iv) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) Each of the Trademarks is valid and enforceable.

(vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Assignor not to sue third persons.

2. Assignor jointly and severally covenants that, until all of the Obligations (as defined in the Security Agreement) shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Assignee's prior written consent.

3. Assignor jointly and severally covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any additional registered trademarks or servicemarks, or become entitled to the benefit of any registration applications for trademarks or servicemarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.

4. Assignor jointly and severally shall indemnify, defend and hold Assignee, its affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, other than intentional wrongdoing or gross negligence of Assignee.

5. Assignor jointly and severally authorizes the Assignee to modify this Assignment by amending Schedule A to include any future trademarks, servicemarks, or trademark or servicemark applications of which Assignor may acquire an interest.

6. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title

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to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

IN WITNESS WHEREOF, Assignor has jointly and severally caused the Conditional Trademark Assignment to be duly executed by its duly authorized officer as of the date first set forth above.

SPECTRUM ASSOCIATES, INC.

By: [Signature]  
Name: John T. Walker  
Title: VP

MIX SOFTWARE, INCORPORATED

By: [Signature]  
Name: John T. Walker  
Title: CEO

FLEET BANK OF MASSACHUSETTS, N.A.,  
as Agent for itself and the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

IN WITNESS WHEREOF, Assignor has jointly and severally caused the Conditional Trademark Assignment to be duly executed by its duly authorized officer as of the date first set forth above.

SPECTRUM ASSOCIATES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MINX SOFTWARE, INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FLEET BANK OF MASSACHUSETTS, N.A.,  
as Agent for itself and the Lenders

By: Thomas W. Davis  
Name: Thomas W. Davis  
Title: Vice President

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REEL: 1407 FRAME: 0034



WP:REYNOLDS:FB036581 .AA1 October 31, 1995

CONDITIONAL ASSIGNMENT OF TRADEMARKS

SCHEDULE A

Trademark/Service mark

	<u>Registration or Serial Number</u>
1. "GrowthPower"	# 1,393,099
2. "Minx Software" (This Trademark is owned by Minx, a wholly owned subsidiary of the Borrower)	# 1,704,593
3. "Point.Man" (application pending)	# 74-705,107

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RECORDED: 11/07/1995

TRADEMARK  
REEL: 1407 FRAME: 0035