

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPC Software Productivity Centre, Inc.		07/16/2004	CORPORATION: BRITISH COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Borland Software Corporation		
<b>Street Address:</b>	100 Enterprise Way		
<b>City:</b>	Scotts Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95066		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2282244	ESTIMATE PROFESSIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(408)280-2235		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	408-280-2233		
<b>Email:</b>	MRG@TechMark.com		
<b>Correspondent Name:</b>	Martin R. Greenstein TechMark a Law Corp		
<b>Address Line 1:</b>	55 So. Market St., Sixteenth Floor		
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95113-2327		
<b>NAME OF SUBMITTER:</b>	Martin R. Greenstein		
<b>Signature:</b>	/Martin R Greenstein/		
<b>Date:</b>	04/29/2005		

OP \$40.00 2282244

Total Attachments: 2

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), effective July 16, 2004 is entered into by and between SPC Software Productivity Centre Inc., a corporation organized under the laws of British Columbia ("SPC Software"), and Borland Software Corporation, a Delaware corporation having its principal place of business at 100 Enterprise Way Scotts Valley, California 95066 ("Borland").

WHEREAS, SPC Software is the owner of the trademark registrations set forth in Schedule A, attached hereto (the "Marks"); and

WHEREAS, Borland desires to acquire from SPC Software all rights, title and interest in the Marks together with the goodwill associated therewith, and SPC Software wishes to assign to Borland all right, title and interest to the Marks worldwide.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, SPC Software hereby assigns to Borland any and all right, title and interest worldwide which it may have in and to the Marks together with the goodwill of that portion of the business symbolized by the Marks.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

For and On Behalf of Assignor

**SPC SOFTWARE PRODUCTIVITY CENTRE INC.**

By: W.B. Strigel

Print Name: WOLFGANG B. STRIGEL

Date: July 16, 2004

For and On Behalf of Assignee

**BORLAND SOFTWARE CORPORATION**

By: J.T. Sison

Print Name: J.T. SISON

Date: July 16, 2004

## Schedule A

The Marks subject to this Agreement

MARK (BY JURISDICTION)	REGISTRATION NUMBER	GOODS
ESTIMATE PROFESSIONAL <u>United States</u>	Supplemental Reg. No. 2282244	Computer software for use in forecasting effort, duration and scheduling of software projects (Int'l Class 09)
ESTIMATE PROFESSIONAL <u>Canada</u>	Reg No. TMA522012	Computer software for use in forecasting effort, duration and scheduling of software projects