

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
divine, inc.		05/06/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Saratoga DMS LLC		
Also Known As:	AKA Data Return LLC		
Street Address:	222 W. Colinas Blvd., Suite 350E		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76467581	DIGITALOPS	
CORRESPONDENCE DATA			
Fax Number:	(312)251-9300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-251-9500		
Email:	mawracaj@entwistle-law.com		
Correspondent Name:	Richard E. Nawracaj		
Address Line 1:	333 W. Wacker Drive, 20th Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Richard E. Nawracaj		
Signature:	/Richard Nawracaj/		
Date:	08/25/2005		

OP \$40.00 76467581

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered effective as of the 6th day of May, 2003 ("Effective Date") by and between divine, inc., a Delaware corporation and certain of its domestic subsidiaries set forth on the signature pages hereto (collectively, "Assignor") and Saratoga DMS LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under that United States trademark application identified and set forth on Schedule A (the "Mark"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark.

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 Mark, 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 Mark, 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 entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Mark.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

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, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, 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 the Mark 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 any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

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

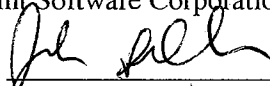
ASSIGNOR

divine, inc.
Air Divine, Inc.
Data Return Corporation
databites, inc.
Denali, Inc.
divine Global Services, Inc.
divine international, inc.
divine interVentures, Inc.
divine Ireland, Inc.
divine Managed Services, Inc.
divine software, inc.
divine Synchrony Communications, Inc.
divine/Emicom, Inc.
eprise Corporation
Eprise Securities Corp.
eShare Communications, Inc.
Folio Corporation
Futuretense Corporation
Global Recall, Inc.
iCentral, Inc.
Inventions, Inc.
LOTN, Inc.
Melita Finance, Inc.
Melita Intellectual Property, Inc.
Open Market Securities Corporation
Open Market, Inc.
Opinionware.com, Inc.
Perceptual Robotics, Inc.
Retrieval Technologies, Inc.
RWT Corporation
SafeMaker (Europe), Inc.
SageMaker, Inc.
SM2 Holding Corp.
smallwonders software!, inc.
SM1 Holding Corp.
Softmetric, Inc.
Venture Capital Unlimited Acquisition Sub, Inc.
Viant Corporation
Waypoint Software Corporation

By:

Name:

Title:



Jude S. Lhu
Arthur S. Lhu

SCHEDULE A

Trademark	Owner	Serial No.	Filing Date
DIGITALOPS	divine, inc.	76467581	November 15, 2002