

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
MMLC, INC.		11/03/2005	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAS Institute Inc.		
<b>Street Address:</b>	SAS Campus Drive		
<b>City:</b>	Cary		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27513		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2292007	MARKETMAX	
Registration Number:	1356344	SPACEMAX	
Registration Number:	2486200	MARKET4RETAIL	
Registration Number:	2518495	MARKETMAX SPACE PRODUCTIVITY MANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)755-6096		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919-755-2109		
<b>Email:</b>	mtepper@wcsr.com		
<b>Correspondent Name:</b>	Maury M. Tepper, III		
<b>Address Line 1:</b>	PO Box 831		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602		
<b>ATTORNEY DOCKET NUMBER:</b>	42007.1.1		
<b>NAME OF SUBMITTER:</b>	Maury M. Tepper, III		

CH \$115.00 2292007

Signature:

/Maury M. Tepper, III/

Date:

11/07/2005

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated as of November 3, 2005, the ("Effective Date"), is from MMLC, INC., a Massachusetts corporation (the "Assignor"), to SAS Institute Inc., a North Carolina corporation (the "Assignee").

### WITNESSETH:

*WHEREAS*, Assignor is the record owner of the trademarks and the related United States registrations listed in Exhibit A (the "Marks"); and

*WHEREAS*, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business, and all common law rights, associated with the Marks; and

*WHEREAS*, Assignor and Assignee desire to confirm the assignment of the Marks to Assignee;

*NOW, THEREFORE*, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks, together with (1) the goodwill of the business symbolized by the Marks, (2) any and all common law rights, title and interest associated with the Marks, and (3) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Marks.

2. Assignor represents and warrants to Assignee that: (1) the Marks and use thereof do not and will not violate any trademark or other intellectual property rights of any third party; (2) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Marks; and (3) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Marks, the goodwill of the business associated therewith, and the common law rights therein and thereto.

3. Assignor further represents and warrants to Assignee that, upon execution and delivery of the Assignment, Assignee will be vested with all right, title and interest in and to the Marks, free and clear of all liens, licenses or other encumbrances.

4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

4th IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal this \_\_\_\_\_ day of November 2005.

ASSIGNOR:

MMLC, INC.

By: 

Printed Name: LORI N. SCHAEFER

Title: PRESIDENT

Exhibit A

MARKETMAX	2,292,007	November 16, 1999
SPACEMAX & Design	1,356,344	August 27, 1985
MARKET4RETAIL	2,486,200	September 4, 2001
MARKETMAX SPACE PRODUCTIVITY MANAGER	2,518,495	December 11, 2001

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