

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/05/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unicorn Solutions, Inc.		05/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	2006 Trident Company, Inc.
Street Address:	50 Washington Street
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2789324	COHERENCE
Registration Number:	2658936	COHERENCE
Registration Number:	2830979	THE DATA SEMANTICS COMPANY
Registration Number:	2872394	SEMANTIC WORLD
Registration Number:	2751864	UNICORN
Registration Number:	3031057	UNICORN
Serial Number:	76272995	COMPUTERS OF THE WORLD UNITE
Serial Number:	76288134	UNICORN

CORRESPONDENCE DATA

Fax Number: (914)765-4370
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9147654415
 Email: ibmtm@us.ibm.com

CH \$215.00 2789324

Correspondent Name: Alexander Tognino
Address Line 1: North Castle Drive
Address Line 4: Armonk, NEW YORK 10504

NAME OF SUBMITTER:	Grazia T. Micewicz
Signature:	/Grazia T. Micewicz/
Date:	06/30/2006

Total Attachments: 10

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made this 5th day of May, 2006 (this "Assignment"), between UNICORN SOLUTIONS, INC., a Delaware corporation ("Assignor"), and 2006 TRIDENT COMPANY, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using; and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in and to the registered trademarks and trademark applications listed on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor has agreed in the Asset Purchase Agreement dated as of May 5th, 2006 (the "Purchase Agreement") between Assignor and Assignee, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Trademarks;

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest of Assignor in, to and under the Trademarks; and

WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of Assignor in, to and under:

- (a) the Trademarks;
- (b) all goodwill associated with the use of or symbolized by the Trademarks;
- (c) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
- (d) all other rights, including common law rights, relating to the Trademarks in the United States and all other countries, to the extent such rights exist, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Upon request from Assignee and at Assignee's expense, Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instrument of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's assigns.

SECTION 2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and all trademark-registering countries throughout the world to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

SECTION 3. Representations, Warranties and Indemnities. Neither Assignor nor Assignee makes any representations or warranties with respect to the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of either Assignor or Assignee under the indemnification provisions set forth in Article VII of the Purchase Agreement.

SECTION 4. Severability. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 5. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

SECTION 6. No Third-Party Beneficiaries. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies.

SECTION 7. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

SECTION 8. Amendments. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

SECTION 9. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

SECTION 10. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

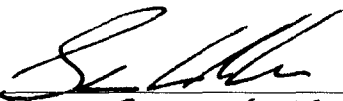
SECTION 11. Counterparts. This Assignment may be executed in one or more counterparts (including by telecopy), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 12. Purchase Agreement Provisions. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

UNICORN SOLUTIONS, INC.,

by: 
Name: *Simon de Montfort Lalou*
Title: *CEO Unicorn Solutions*

ASSIGNEE:

2006 TRIDENT COMPANY, INC.,

by: _____
Name: David L. Johnson
Title: President

STATE OF Virginia)
city : SS.:
COUNTY OF Alexandria)

On the 4th day of May, 2006 before me personally came Simon de Monfort + Walker to me known, who, being by me duly sworn, did depose and say that [s]he resides in Virginia; that [s]he is CEO of Unicorn Solutions, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal



STATE OF NEW YORK)
 : SS.:
COUNTY OF _____)

On the ____ day of May, 2006 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that [s]he resides in _____; that [s]he is _____ of 2006 Trident Company, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

UNICORN SOLUTIONS, INC.,

by: _____
Name:
Title:

ASSIGNEE:

2006 TRIDENT COMPANY, INC.,

by: David L. Johnson
Name: David L. Johnson
Title: President

Registered Trademarks

Country/ Jurisdiction	Owner	Trademark	Registration No.	Filing Date	Registration Date
Canada	Unicorn Solutions, Inc.	Coherence	610,777	13 March 2002	19 May 2004
CTM	Unicorn Solutions, Inc.	Coherence	2,525,939	7 January 2002	10 October 2003
Japan	Unicorn Solutions, Inc.	Coherence	4,713,312	14 March 2002	26 September 2003
United States	Unicorn Solutions, Inc.	Coherence	2,789,324	17 July 2001	2 December 2003
United States	Unicorn Solutions, Inc.	Coherence & Design	2,658,936	13 November 2001	10 December 2002
CTM	Unicorn Solutions, Inc.	The Data Semantics Company	003078854	3 March 2003	10 September 2005
United States	Unicorn Solutions, Inc.	The Data Semantics Company	2,830,979	24 January 2003	6 April 2004
United States	Unicorn Solutions, Inc.	Semantic World	2,872,394	6 March 2003	10 August 2004
Canada	Unicorn Solutions, Inc.	Unicorn	TMA612,117	11 July 2001	●
CTM	Unicorn Solutions, Inc.	Unicorn	2,298,388	11 July 2001	●
Israel	Unicorn Solutions, Inc.	Unicorn	145,692	11 January 2001	2 July 2002
Israel	Unicorn Solutions, Inc.	Unicorn	145,870	17 January 2001	4 November 2002
Israel	Unicorn Solutions, Inc.	Unicorn	145,693	11 January 2001	4 November 2002
Japan	Unicorn Solutions, Inc.	Unicorn	4,804,365	11 July 2001	17 September 2004
United States	Unicorn Solutions, Inc.	Unicorn	2,751,864	11 July 2001	19 August 2003
Canada	Unicorn Solutions, Inc.	Unicorn & Design	TMA 613,258	11 July 2001	21 June 2004

Registered Trademarks

Country/ Jurisdiction	Owner	Trademark	Registration No.	Filing Date	Registration Date
CTM	Unicorn Solutions, Inc.	Unicorn & Design	2,298,057	12 July 2001	12 November 2003
Israel	Unicorn Solutions, Inc.	Unicorn & Design	145,728	14 January 2001	2 July 2002
Israel	Unicorn Solutions, Inc.	Unicorn & Design	145,871	17 January 2001	4 November 2002
Israel	Unicorn Solutions, Inc.	Unicorn & Design	145,729	31 January 2001	4 November 2002
Japan	Unicorn Solutions, Inc.	Unicorn & Design	4,721,708	16 July 2001	24 October 2003
United States	Unicorn Solutions, Inc.	Unicorn & Design	3,031,057	17 October 2003	20 December 2005

Country/ Jurisdiction	Owner	Trademark	Registration No.	Filing Date
United States	Unicorn Solutions, Inc.	Unicorn & Design	76/272,995	18 June 2001
Canada	Unicorn Solutions, Inc.	Unicorn & Design	1,210,005	17 March 2004
CTM	Unicorn Solutions, Inc.	Unicorn & Design	003 709 326	15 March 2004
United States	Unicorn Solutions, Inc.	Unicorn & Design	76/288,134	13 July 2001

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RECORDED: 06/30/2006

**TRADEMARK
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