

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:	09/24/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Massachusetts Institute of Technology		09/24/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Cilk Arts, Inc.
Street Address:	12 Waltham Street
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77181656	CILK

CORRESPONDENCE DATA

Fax Number: (617)289-0422
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617 856 8145
 Email: IP@brownrudnick.com
 Correspondent Name: Brown Rudnick Berlack Israels LLP
 Address Line 1: One Financial Center
 Address Line 2: 19th Floor
 Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	26275/3
NAME OF SUBMITTER:	Mark S. Leonardo

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Signature:

/s/Mark S. Leonardo/

Date:

12/07/2007

Total Attachments: 2

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EXHIBIT E

**MASSACHUSETTS INSTITUTE OF TECHNOLOGY
TRADEMARK ASSIGNMENT**

THIS AGREEMENT is made as of the ____ day of June, 2007 (the "Effective Date") by and between the Massachusetts Institute of Technology ("M.I.T."), a Massachusetts corporation, with a principal office at 77 Massachusetts Avenue, Cambridge, MA 02139-4307 and Cilk Arts, Inc., a Delaware, with a principal place of business at 12 Waltham Street, Lexington, MA 02421 ("COMPANY").

RECITALS

WHEREAS, M.I.T. has entered into a license agreement with COMPANY dated 24 Sept, 2007 (the "License Agreement") for software described in M.I.T. Case No. 12453, "Cilk Runtime System," by Matteo Frigo, Bradley C. Kuszmaul, Charles E. Leiserson and Keith H. Randall"; and

WHEREAS, COMPANY desires to commercialize software under the name "CILK"; and

WHEREAS, M.I.T. has a U.S. trademark application with the U.S. Patent and Trademark Office for the mark, "CILK", application no. 77,181,656, in international classes 9 and 42, (the "U.S. Application"); and

WHEREAS, M.I.T. and COMPANY desire to avoid any confusion in the marketplace as to origin of the commercial software and desire to avoid any dispute between the two parties as to ownership of the "CILK" trademark, trade name, and/or trade dress;

NOW, THEREFORE, M.I.T. and COMPANY, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. M.I.T. hereby conveys, transfers, and assigns to COMPANY, its successors and assigns, all of M.I.T.'s rights, title and interest in and to the trademark, service mark and trade name "CILK", including all goodwill associated therewith, and including all rights, title and interest to the U.S. Application therefor, as well as the right to sue for past, present, and future infringements or misappropriations of the mark, trade name or trade dress "CILK".

2. M.I.T. agrees, at the request of COMPANY, to execute any further documents that are reasonably required to give effect to the assignment herein.


3. COMPANY hereby grants M.I.T. an irrevocable, perpetual, nonexclusive, royalty-free license to use the "CILK" trademark for its internal research and academic purposes, including without limitation in connection with its software, academic presentations, academic publications and other academic activities related to the subject matter with which M.I.T. has used such mark prior to the date of this Agreement.

4. M.I.T. agrees that any products or services in connection with which the "CILK" trademark or service mark is used pursuant to the license granted in Section 3 above shall conform to the quality standards established for such mark by COMPANY. COMPANY acknowledges that all of the activities conducted under the mark prior to the date of this Agreement, including, without limitation, software development, research, academic presentations and academic publications, satisfy such quality standards, and COMPANY agrees that all future quality standards will be comparable to current quality standards.

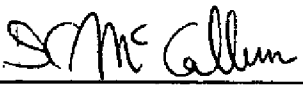
5. This Agreement shall inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**

By: 
Name: JOHN H. TURNER, JR.
ASSOCIATE DIRECTOR
Title: TECHNOLOGY LICENSING OFFICE

CILK ARTS, INC.

By: 
Name: Duncan C. McCullough
Title: CEO & Co-founder