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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party: Sir-Tech Software, Inc. Ogdensburg Business Center, Suite 2E Ogdensburg, New York 13669 [X] Corporation of New York	2. Name and address of receiving party: 1259190 Ontario Inc. Ottawa, Ontario Canada [X] Corporation of Canada
3. Nature of conveyance: Assignment Execution Date: January 2, 1998 4. Trademark Registration Nos.: 1,723,686; 1,861,416; 1,217,668; 1,718,006; 1,861,417	

5. Name and address of party to whom correspondence concerning document should be mailed: James D. Kole, Esq. Nixon, Hargrave, Devans & Doyle LLP Clinton Square Post Office Box 1051 Rochester, New York 14603	6. Total number of Registrations involved: 5
7. Total fee (37 CFR 3.41) $140.00 [X] $140.00 Check is enclosed	8. Deposit Account Number: 14-1138 [X] Charge any additional fees to account.
DO NOT USE THIS SPACE	

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of the original document.

James D. Kole, Esq.

5/1/98
Date

[Total number of pages including Cover Sheet and Assignment Certificate: 2]

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01 FC:481 40.00 OP
02 FC:482 100.00 OP

ASSIGNMENT OF REGISTERED TRADEMARKS

THIS ASSIGNMENT is made this 2nd day of January, 1998, by and between Sir-Tech Software, Inc. ("Seller"), a New York corporation with its principal place of business at Ogdensburg, New York and 1259190 Ontario Inc. ("Buyer"), a Canadian corporation with its principal place of business in Ottawa Ontario.

BACKGROUND

Seller and Buyer are parties to an Agreement For Assignment of Certain Trademarks and Copyrights, effective January 2, 1998 (the "Sale Agreement"), for the sale of certain intellectual property assets from Seller to Buyer. As part of the Sale Agreement, Seller has agreed to assign to Buyer the following trademarks which were registered on the U.S. Principal Register, and which Seller has adopted and is using for certain goods.

Trademark	Registration No.	Reg. Date
Wizardry	1,723,686	October 13, 1992
Wizardry	1,861,416	November 1, 1994
Wizardry (design)	1,217,668	November 23, 1982
Wizardry (design)	1,718,006	September 22, 1992
Wizardry (design)	1,861,417	November 1, 1994

Buyer desires that Seller now assign these trademarks to Buyer.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Seller assigns to Buyer all of its right, title, and interest in and to the trademarks listed above, including all goodwill and trade dress associated therewith.
2. Buyer accepts the foregoing assignment of the trademarks listed above.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

Seller, Sir-Tech Software, Inc.

By: _____
Robert F. Sirotek, Vice President

Buyer, 1259190 Ontario Inc.

By: _____
Name, Title PRESIDENT