

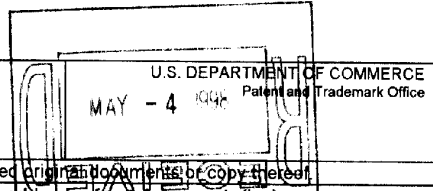
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To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents by copy thereof.

1. Name of conveying party(ies):
Interpose, Inc.
901 North Lake Destiny Drive
Suite 126
Maitland, FL 32751

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State, Florida
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Gartner Group, Inc.**
Internal Address: _____
Street Address: **56 Top Gallant Road**
City: **Stamford** State: **CT** ZIP **06904**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 30, 1998**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
(75/419,702)
(75/419,703)

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Patricia C. Gagnon**
Internal Address: **Shipman & Goodwin LLP**
Street Address: **One American Row**
City: **Hartford** State: **CT** Zip: **06103**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): **\$65.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Maria Gulluni *Maria G. Gulluni* **April 29, 1998**
Name of Person Signing Signature Date

Total number of pages comprising cover sheet **1**

OMB No. 0651-0011 (exp. 4/94)

Do no detach this portion

Mail documents to be recorded with required cover sheet information to:

05/14/1998 TTON11 00000281 75419702 Commissioner of Patents and Trademarks
01 FC:481 40.00 OP Box Assignments
02 FC:482 25.00 OP Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C., 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D. C. 2053.

**ASSIGNMENT OF REGISTERED AND PENDING TRADEMARKS AND
COPYRIGHTS**

THIS ASSIGNMENT OF REGISTERED AND PENDING TRADEMARKS AND COPYRIGHTS (the "Assignment") is made as of January 30, 1998, by INTERPOSE, INC., a Florida corporation with its chief executive office at 901 North Lake Destiny Drive, Suite 126, Maitland, Florida 32751 ("Assignor"), in favor of GARTNER GROUP, INC., a Delaware Corporation with its chief executive office at 56 Top Gallant Road, Stamford, Connecticut 06904 ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 30, 1998 pursuant to which Assignee agreed to purchase and Assignor agreed to sell substantially all of Assignor's assets relating to the conduct of its business (the "Business"); and

WHEREAS, Assignor uses certain registered and pending trademarks and copyrights in connection with the conduct of the Business.

NOW THEREFORE, for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to all of the trademark and copyright registrations and pending trademark and copyright applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals of the trademarks and copyrights, (b) all income, royalties, damages and payments now and later due and/or payable with respect to the trademarks and copyrights including, without limitation, damages and payments for past, present or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights relating to the trademarks and copyrights throughout the world, together with the goodwill of the Business connected with and symbolized by the trademarks and copyrights.

Assignor covenants that it will execute and deliver to Assignee all such further assignments, endorsements and other documents as Assignee may reasonably request for the purpose of effecting transfer of Assignor's title to the trademarks and copyrights and/or carrying out the provisions of this Assignment. When information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Assignment, Assignor shall (at Assignee's cost and expense) cooperate with and assist Assignee in protecting those rights.

This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut (excluding application of any choice of law doctrines that would make applicable the law of any other state) and, where appropriate, applicable federal law.

Signed, sealed and delivered
in the presence of:

INTERPOSE, INC.

Rebecca Gleason By: [Signature]
Thomas Pisello
President
[Signature]

STATE OF Connecticut)
) ss. Stamford
COUNTY OF Fairfield)

January 30, 1998

Before me, the undersigned, personally appeared Thomas Pisello, signer and sealer of the foregoing instrument, known to me to be the President of INTERPOSE, INC., a Florida corporation, and that as such signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed and the free act and deed of said corporation.

[Signature]
Notary Public
My Commission Expires: 3/31/01
Notary Seal:

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MARCIA OPPENHEIMER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2001

ACCEPTANCE

The undersigned, Gartner Group, Inc., accepts the above Assignment of Registered and Pending Trademarks and Copyrights.

Signed, sealed and delivered in the presence of:

GARTNER GROUP, INC.

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature]
Name: Michael Freisher
Title: Executive Vice President

STATE OF Connecticut)
) ss. Stamford
COUNTY OF Fairfield)

January 30, 1998

Before me, the undersigned, personally appeared Michael Freisher signer and sealer of the foregoing instrument, known to me to be the EVP of Gartner Group, Inc. a Delaware corporation, and that as such signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed and the free act and deed of said corporation.

[Handwritten Signature]
Notary Public
My Commission Expires: 3/31/01
Notary Seal:

42597_1C.DOC

MARCIA OPPENHEIMER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2001

Schedule A

TRADEMARKS AND COPYRIGHTS

1. Trademarks registered by the U. S. Patent and Trademark Office

	<u>NAME</u>	<u>REGISTRATION NO.</u>	<u>DATE REGISTERED</u>
1.	Salesperson on the Web	2,077,261	July 8, 1997
2.	Salesperson on a Disk	2,076,970	July 8, 1997
3.	Product Expert	2,011,959	October 29, 1996
4.	Interpose	1,901,058	June 20, 1995

2. Pending Trademark Applications

	<u>NAME</u>	<u>SERIAL NO.</u>	<u>DATE FILED</u>
1.	TCO Lifecycle	75-361,206	September 22, 1997
2.	TCO	75-360,706	September 22, 1997
3.	TCO Advisor	75-360,436	September 22, 1997
4.	Certified TCO Expert	75-360,435	September 22, 1997
5.	TCO Calculator	75-348,545	August 28, 1997
6.	TCO Assessment	75-348,534	August 28, 1997
7.	TCO Index	75-217,171	December 23, 1996
8.	Cost-of-Ownership Help Desk	75-138,021	July 22, 1996
9.	Client/Server Solution Advisor and Design	75-020,907	November 16, 1995
10.	C/S Solution Advisor	75-020,854	November 16, 1995
11.	Expert Inside Interpose and Design	75-020,853	November 16, 1995
12.	Expert Inside	75-020,852	November 16, 1995

3. Copyrights

<u>NAME</u>	<u>DATE CREATED</u>	<u>REGISTRATION NO.</u>	<u>DATE FILED WITH U. S. COPYRIGHT OFFICE</u>
TCO Advisor Spreadsheet		Pending	

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