

06-08-1998

RECORDATION  
TRADE



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

5/26/98

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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(ies):

The Research Board, Inc.  
220 E. 61st Street  
New York, NY 10021

- Individual(s)
- General Partnership
- Corporation-State New York
- 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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 5/18/98

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,737,310

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: -----

1

7. Total fee (37 CFR 3.41): ----- \$40.00

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

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.

Patricia C. Gagnon

Name of Person Signing

Signature

5/18/98

Date

Total number of pages comprising cover sheet

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

Do not detach this portion

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

06/05/1998 JSH/ARZZ 00000106 1737310

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40.00

Commissioner of Patents and Trademarks  
Box Assignments  
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 TRADEMARK

THIS ASSIGNMENT OF REGISTERED TRADEMARK (the "Assignment") is made as of May 18, 1998, by THE RESEARCH BOARD, INC., a New York corporation with its chief executive office at 220 E. 61st Street, New York, New York 10021 ("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 May 18, 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 that certain registered trademark in connection with the conduct of the Business.

**NOW THEREFORE**, for the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the trademark registration listed on Schedule A attached hereto and made a part hereof, and (a) renewals of the trademark, (b) all income, royalties, damages and payments now and later due and/or payable with respect to the trademark, 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 trademark throughout the world, together with the goodwill of the Business connected with and symbolized by the trademark.

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 trademark 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:

THE RESEARCH BOARD, INC.

Maria Gulluni  
[Signature]

By: [Signature]  
Name: Ernest von Simson  
Its: President

STATE OF NEW YORK)  
) ss. \_\_\_\_\_  
COUNTY OF NEW YORK)

May 18, 1998

Before me, the undersigned, personally appeared ERNEST H. von Simson signer and sealer of the foregoing instrument, known to me to be the President of THE RESEARCH BOARD, INC., a New York 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 024A6798210  
My Commission Expires: 12/31/98  
Notary Seal:

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Schedule A

**TRADEMARK REGISTRATION**

1. Trademark Registration

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE RESEARCH BOARD	1,737,310	December 1, 1992

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