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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 30 1996

Name SOFTEACH CORPORATION

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Colorado

Receiving Party

Mark if additional names of receiving parties attached

Name ARIS Corporation

DBA/AKA/TA ARIS Corporation

Composed of _____

Address (line 1) 2229 - 112th NE

Address (line 2) _____

Address (line 3) Bellevue

City

Washington, U.S.A.

State/Country

98004

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Washington

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|----------------------|----------------------|--------------------------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1719093"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Karen M. Wetherell

Name of Person Signing

Karen M. Wetherell

Signature

6/2/98

Date Signed

AGREEMENT FOR ASSIGNMENT OF TRADEMARKS

This Agreement for Assignment of Trademarks is made effective September 30, 1996, by and between SOFTEACH CORPORATION ("Assignor"), having its principal place of business at 5956 S. Jasmine Street, Englewood, Colorado 80111, and ARIS Corporation ("Assignee"), having its principal place of business at 2229 112th Street N.E., Bellevue, Washington 98004.

Recitals

- A. Assignor has adopted and is using the trademark and service mark "SOFTEACH" for computer consultation and system integration services, and for related software and accompanying materials.
- B. Assignor has done business as a corporation using said mark worldwide for computer consultation and system integration services, and for related software and accompanying materials.
- C. Assignee is the successor of Assignor in said business.
- D. Assignor and Assignee desire that ownership of said mark be transferred to Assignee.

Terms and Conditions

1. Assignment. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in the mark "SOFTEACH" and all goodwill appurtenant thereto, including the following U.S. Trademark Registration:

| <u>MARK</u> | <u>CLASS</u> | <u>SERIAL & REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|-----------------------------------|--------------|--|------------------------------|
| United States: SOFTEACH | 42 | 1,719,093 | September 22, 1992 |


and any and all divisions, renewals, continuations and extensions thereof, and authorize and request any official whose duty it is to issue trademarks, to issue any renewals or extensions to said Assignee or its successors or assigns.

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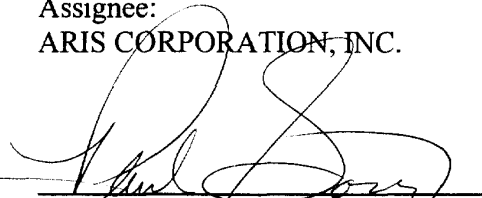
2. Ownership. Assignor acknowledges Assignee's exclusive right, title and interest in and to the mark "SOFTEACH" and any registration or application for registration thereof, anywhere in the world, and will not at any time do or cause to be done any act contesting or in way impairing or tending to impair such right, title and interest or full exercise thereof.

Assignor:
SOFTEACH CORPORATON

Assignee:
ARIS CORPORATION, INC.



Terri Olson, President



Paul Song, President and CEO

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