

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of I

attached original documents or copy thereof.

1. Name of conveying party(ies),

Interpose, Inc.
901 North Lake Destiny Drive
Suite 126
Maitland, FL 32751

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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**

3. Nature of conveyance:

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

Execution Date: **1/30/98**

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

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

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

10/8/98

Date

Total number of pages comprising cover sheet

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

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

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Washington, D.C. 20231

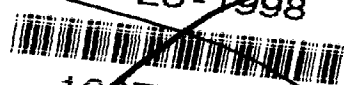
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TRADEMARK

REEL: 1798 FRAME: 0987

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07-23-1998



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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20531
and original documents or copy thereof.

1. Name of conveying party(ies):

Interpose, Inc.
901 North Lake Destiny Drive
Suite 126
Maitland, FL 32751

- Individual(s)
 - General Partnership
 - Corporation-State Florida
 - Other
 - Association
 - Limited Partnership
- 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
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(Designations must be a separate document from Assignment)
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Patricia C. Gagnon

Name of Person Signing

Signature

Date

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TRADEMARK

REEL: 1798 FRAME: 0988

ASSIGNMENT OF PENDING TRADEMARKS

THIS ASSIGNMENT OF PENDING TRADEMARKS (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 pending trademarks in connection with the conduct of the Business.

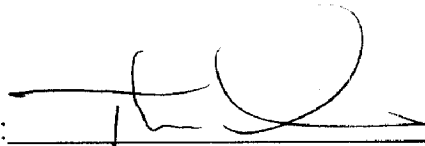
NOW THEREFORE, for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to all of the pending trademark applications listed on Schedule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

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/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.

INTERPOSE, INC.

By: 

Thomas Pisello
President

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Schedule A

TRADEMARKS

Pending Trademark Applications

	<u>NAME</u>	<u>APPLICATION NO.</u>	<u>DATE FILED</u>
1.	ROI ADVISOR	75/419,702	1/20/98
2	DECISIONS THAT MAKE CENT\$	75/419,703	1/20/98

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