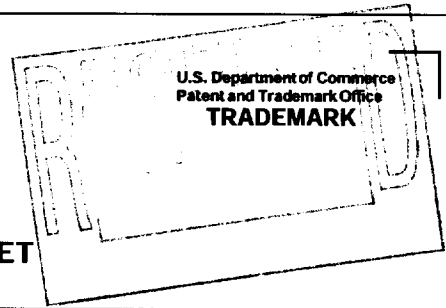


04-16-1999



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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4/12/99

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/16/1999 DNGUYEN 00000058 2058906

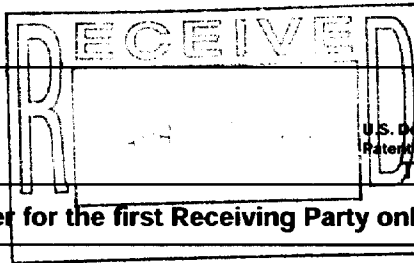
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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK
REEL: 1884 FRAME: 0237**



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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2058906"/>	<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.

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Control Data Systems, Inc. a Delaware corporation, whose principal place of business is located at 4201 Lexington Avenue North, Arden Hills, Minnesota, 55126, is the owner of the entire right, title, and interest in and to the trademark, any and all worldwide common law rights in the trademark, and its registration in the United States Patent and Trademark Office; said registration is set forth more fully in Exhibit A and incorporated by reference herein;

WHEREAS, auxilium inc., a Delaware corporation whose principal place of business is located at 2060 Centre Point Boulevard, Mendota Heights, Minnesota, 55120, is desirous of acquiring the entire right, title, and interest in and to said trademark, any and all worldwide common law rights in the trademark and its registration, together with the goodwill of the business symbolized by said trademark;

WHEREAS, auxilium inc. is acquiring the entire business, or a portion thereof, to which the mark in Exhibit A pertains, as required by 15 U.S.C. § 1060; and

WHEREAS, under the License and Purchase Agreement dated April 29, 1997, and the Info*Engine Agreement dated as of March 9, 1999, Control Data Systems, Inc. and auxilium inc. have provided for the transfer by Control Data Systems, Inc. of said trademark and the registration, and any and all worldwide common law rights in the trademark, together with the goodwill of the business symbolized by said trademark to auxilium inc.;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Control Data Systems, Inc. does hereby assign unto auxilium inc. the entire worldwide rights, title, and interest in and to said trademark, any and all worldwide common law rights in the trademark and the registration thereof identified as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060, together with the

goodwill of the business symbolized by said trademark, the same to be held and enjoyed by the same auxilium inc. for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Control Data Systems, Inc. if this assignment had not been made, together with all claims for damages and reason of past infringement of said trademarks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.


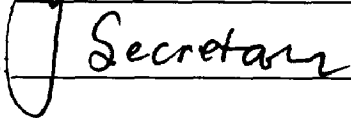
AND, Control Data Systems, Inc. hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

AND, Control Data Systems, Inc. hereby agrees to execute and sign all documents required to effect a recordation of the assignment of the above trademarks and registrations thereof before the proper office or agency.

AND, Control Data Systems, Inc. agrees that the Commissioner of Patents and Trademarks is hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, Control Data Systems, Inc. has executed this document and affixed its corporate seal by the hand of its duly authorized officer as of the 9th day of March, 1999.


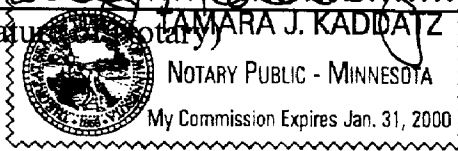
Control Data Systems, Inc.

By: 
Its:  Secretary

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

On this 10th day of March, 1999, before me, a Notary Public in and for the State of Minnesota, duly commissioned and sworn, personally appeared JAMES A. BELLANDI of Control Data Systems, Inc. the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal the day and year above written.


(Signature of Notary) TAMARA J. KADATZ

NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2000

(Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of

Minnesota residing at Ramsey Co.
My Commission Expires: Jan. 31, 2000

EXHIBIT A
Trademark Registration

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
INFO*ENGINE	2,058,906	May 6, 1997