

08-31-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



ET

To the Honorable Commissioner of Patent

101131211

original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Sage U.S. Holdings, Inc., dba Sage U.S., Inc.
17950 Preston Road, Suite 800
Dallas, Texas 75252

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other
- Association
- Limited Partnership

*MD
8-25-99*

2. Name and Address of Party(ies) receiving an interest:

Sage Software, Inc.
56 Technology Drive
Irvine, California 92618

- Individual
- General Partnership
- Corporation - California
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Execution Date: December 31, 1998

4. Application number(s) or registration number(s). Additional sheet attached?

Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,555,527
1,673,291
1,673,293

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anna Conyers Kuhn, Esq.
Internal Address: Baker & Botts, L.L.P.
Street Address: 2001 Ross Avenue

City: Dallas
State: Texas Zip: 75201

6. Number of applications and registrations involved: 3

7. Amount of fee enclosed or authorized to be charged: \$90.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

N/A

90E

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.

Anna Conyers Kuhn
Name of Person Signing

Signature

8/24/99

Date

Total number of pages including cover sheet 8

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

08/31/1999 MTHAI1 00000068 1555527

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481

40.00 OP

02 FC:442

50.00 OP

This form is reporting for this sample cover sheet is estimated to take 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. 20503.

EXHIBIT C-2

ASSIGNMENT OF TRADEMARKS

WHEREAS, SAGE U.S. HOLDINGS, INC., a Delaware corporation doing business at 17950 Preston Road, Dallas, Texas 75252 (hereinafter "Assignor") has adopted or intends to adopt and uses or intends to use in its business the trademarks itemized in Schedule A annexed hereto (the "Marks"), and owns the registrations and applications for the Marks in the United States Patent & Trademark Office as set forth in Schedule A; and

WHEREAS, Assignor wishes to transfer all right, title and interest in and to the Marks, including the U.S. registrations thereof and applications to register the Marks, together with the goodwill symbolized by the Marks or to be symbolized by the Marks, in connection with the sale of assets, properties and rights of the business with respect to which the Marks are used to SAGE SOFTWARE, INC., a ~~Delaware~~ corporation doing business at 56 Technology Drive, Irvine, CA 92618 (hereinafter "Assignee"); and ~~CALIFORNIA~~ *ACK 2/19/99*

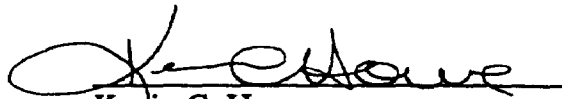
WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks, as aforesaid, including the registrations and applications to register the Marks, together with the goodwill symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks and the registrations and applications to register thereof, and all associated goodwill.

The Assistant Commissioner for Trademarks is requested to record this Assignment of Trademarks and Registrations in the files of the Marks.

Dated: as of December 31, 1998

SAGE U.S. HOLDINGS, INC.


Kevin C. Howe
President

SCHEDULE A

**DacEasy Currently Active Trademarks
As of February 18, 1999**

**DacEasy (block) in the U.S.
Registration No. 1,673,293
Registration Issued: January 28, 1992
Renewal Due: January 28, 2002**

**DacEasy (stylized) in the U.S.
Registration No. 1,673,293
Registration Issued: January 28, 1992
Renewal Due: January 28, 2002**

**DacEasy in the UK
Registration Number: 1435504
Registration Issued: October 8, 1990
Renewal Due: unknown**

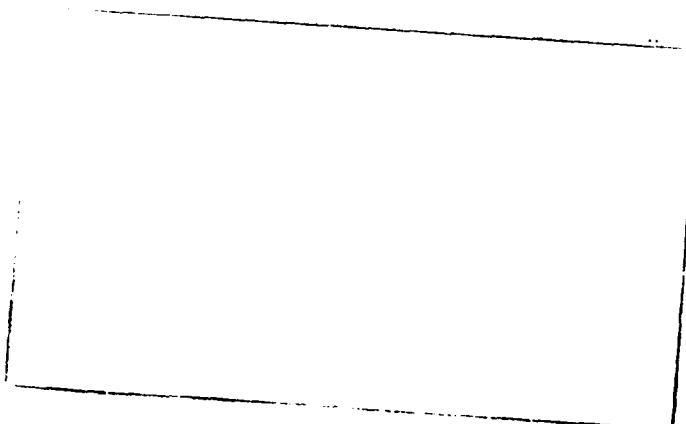
**DacEasy & Design in Australia
Renewal of Trademark Registration No. B462170
Registration Issued: March 20, 1987
Renewal Date: March 20, 1994
Renewal Due: March 20, 2008**

**DacEasy & Design in Canada (Note: Mark is no longer in use)
Registration No. 344358
Registration Issued: September 2, 1988
Renewal Due: September 2, 2003**

**DacEasy Light & Design in the U.S. (Note: Mark is no longer in use)
Registration No. 1,555,527
Registration Issued: September 12, 1989
Renewal Due: September 12, 2009**

**DacEasy Accounting & Design (Note: Mark is no longer in use)
Registration No. 1,593,846
Registration Issued: May 1, 1990
Renewal Due: May 1, 2000**

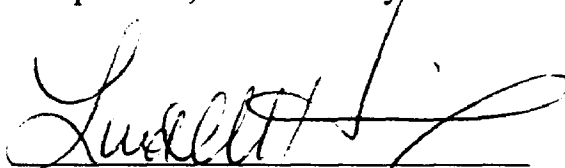
**DacEasy Instant Accounting (Note: Mark is no longer in use)
Registration No. 1,778,311
Registration Issued: June 22, 1993
Renewal Due: June 22, 2003
(affidavit of current use would need to be filed by June 22, 1999)**



STATE OF TEXAS)

COUNTY OF DALLAS)

On this 19th day of APRIL 1999 before me appeared Kevin C. Howe, the person who signed the forgoing instrument, who acknowledged that he signed it as a free act on behalf of SAGE U.S. HOLDINGS, INC., a Delaware corporation, with authority to do so.



Notary Public

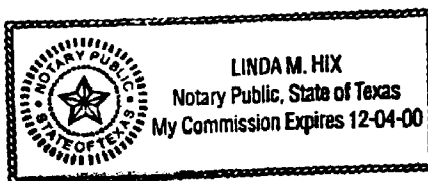


EXHIBIT C-3

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made by and between SAGE U.S. HOLDINGS, INC., a Delaware corporation doing business at 17950 Preston Road, Dallas, Texas 75252 ("Assignor"), and SAGE SOFTWARE, INC., a ~~Delaware~~ **CALIFORNIA** corporation doing business at 56 Technology Drive, Irvine, CA 92618 ("Assignee").

REC
8/19/99

RECITALS

WHEREAS, Assignor and Assignee have entered into the Product Line Purchase Agreement dated as of December 31, 1998 (the "Purchase Agreement"), which provides among other things for the sale, transfer and assignment of certain assets of the Line of Business (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, Assignor has developed the Intellectual Property included in the Line of Business, including without limitation the Intellectual property set forth on Schedule 6 to the Purchase Agreement, and wishes to transfer all proprietary rights thereto to Assignee in accordance with the Purchase Agreement, and Assignee wishes to obtain these proprietary rights;

NOW THEREFORE, the parties agree as follows:

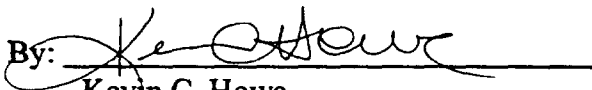
1. Definition of Intellectual Property. "Intellectual Property" shall have the definition set forth in the Purchase Agreement.
2. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee all of its right, title and interest in and to the Intellectual Property, and Assignee hereby accepts such assignment, in return for the consideration set forth in Section 1 of the Purchase Agreement, the receipt of which is hereby acknowledged by Assignor.
3. Warranties and Covenants. The warranties and covenants set forth in Sections 4(d) and 6 of the Purchase Agreement shall apply to the Intellectual property assigned hereunder.
4. Further Assurances. On and after the date of this Assignment, Assignor will, without charge and promptly upon request by Assignee, as may be requested by Assignee in order to effect and perfect the assignments and transfers contained herein or to enable Assignee to obtain the full benefits of this Assignment and the transactions contemplated hereby, (i) deliver to Assignee records, data or other documents relating to the Intellectual Property that are in Assignor's possession, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer, and (iii) take other actions, render other assistance and execute other documents. Assignor will also assist Assignee in filing and prosecuting United States and foreign patent applications claiming the Intellectual Property.

5. Confidentiality. All information relating to the Intellectual Property is confidential information owned by Assignee ("Confidential Information"). Assignor may not use the Confidential Information except for the benefit of Assignee. Assignor will protect the Confidential Information from disclosure with at least the same degree of care as that which it accords to its own proprietary information, but in no event with less than reasonable care. Assignor may not disclose the Confidential Information to third parties. The foregoing restrictions will not apply to (i) information that is in the public domain prior to the date hereof or becomes public hereafter through no fault of Assignor; (ii) information provided to Assignor by a third party who is not in violation of a duty of confidentiality with respect to that information; or (iii) information approved for release by Assignee. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.


6. Miscellaneous. This Assignment will inure to the benefit of and bind Assignee and Assignor and their successors, assigns, heirs and legal representatives. This Assignment will be governed by the laws of the State of California without giving effect to that jurisdiction's choice of law principles. The parties agree that the jurisdiction and venue provisions set forth in Section 9(c) of the Purchase Agreement shall apply to any dispute arising under this Assignment.

Made as of this 31st day of December, 1998.

"ASSIGNOR"

By: 
Kevin C. Howe
President

"ASSIGNEE"

By: 
James R. Eckstaedt
Vice President, Finance,
and Chief Financial Officer

CERTIFICATE OF MAILING BY EXPRESS MAIL

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" under 37 C.F.R. § 1.10 and is addressed to: Assistant Commissioner for Patents and Trademarks, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231, on August 25, 1999.

Willie Tyles

Name

EM082631332 US

Express Mail Certificate Number