

03-08-2000

Attorney's Docket No. S1348/2004



101284455
TRADEMARK ONLY

SHEET

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

MKD
2-7-00

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party:
Alpha Software Corporation

Corporation-State - Delaware

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 12, 1999

2. Name and address of receiving party)

Name: Stumpworld Systems Inc.
Address: 15 Speedway Avenue
Allston, Massachusetts 02134

Corporation-State - Massachusetts

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)
75/466,461

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: Douglas R. Wolf
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210

6. Total number of applications and registrations
involved:..... [1]

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

8. The Commissioner is authorized to charge Deposit Account No: 23/2825 for
any deficiencies in the enclosed fee.

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40.00 DP

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.

Douglas R. Wolf

February 4, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [4]

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

(EXHIBIT B to Termination Agreement)

Assignment of Trademarks, Service Marks, Copyrights and Intellectual Property

Assignment made as of this 12th day of February, 1999 by Alpha Software Corporation ("Alpha" or "Assignor") a Delaware corporation having its principal place of business at 168 Middlesex Turnpike, Burlington, Massachusetts 10803 to Stumpworld Systems Inc. ("Stumpworld"), a Massachusetts corporation, having its principal place of business at 15 Speedway Avenue, Allston, MA 02134 ("Stumpworld" or "Assignee").

Assignor hereby assigns, transfers and sets over unto Assignee all of its right, title and interest, including all trademarks and service marks (whether or nor registered); copyrights and other intellectual property and rights in and to "Online Merchant," ("OLM"), a software product which was authored by Stumpworld and which was being published, packaged and sold by Alpha under a certain "Software Publisher Agreement" ("Publishing Agreement") made as of the 7th day of January by and between Assignor and Assignee, and all packaging, designs, logos, etc. related thereto, and the ^{/business and} good will associated therewith.

This assignment includes, without limitation, those marks, designs, logos, and the like which are depicted on **Exhibit 1**, attached hereto and incorporated by reference as a part hereof.

In Witness Whereof each of the parties, by its duly authorized officer, does hereby execute this assignment, under seal and before two witnesses and a notary public for the Commonwealth of Massachusetts as of the day and year first above written.

Assignor:

Assignee:

ALPHA SOFTWARE CORPORATION

STUMPWORLD SYSTEMS, INC.

By AMW CEO
(name) (title)

By [Signature] CEO
(name) (title)

Hereunto duly authorized.

Hereunto duly authorized.

Witness: [Signature]

Witness: [Signature]

Please print name: SANDRA J MAHAL

SANDRA J MAHAL

Acknowledgement

There appeared before me, a Notary Public for the Commonwealth of Massachusetts, the above-named signatories and witnesses and each acknowledged that his/her signature and execution of this Assignment is his/her free act and deed. Before me,

Notary Public: [Signature]

Commission Expires: JULY 17, 2003

Online MERCHANT

