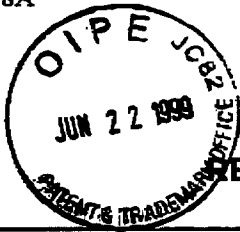


FORM PTO-1618A  
Expires 08/30/99  
OMB 0651-0027

05-22-2000

U.S. Department of Commerce  
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TRADEMARK



101326341

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**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
\_\_\_\_\_

**Conveying Party**  Mark if additional names of conveying parties attached

Name RADIAN, INC. Execution Date  
Month Day Year  
06221999

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization DELAWARE CORPORATION

**Receiving Party**  Mark if additional names of receiving parties attached

Name RADIAN SYSTEMS, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 5845 RICHMOND HIGHWAY

Address (line 2) SIXTH FLOOR

Address (line 3) ALEXANDRIA VIRGINIA 22303  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization DELAWARE CORPORATION

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.)

06/23/1999 NTHA11 00000256 75225740  
01 FC:481 40.00 DP

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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

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Page 2

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

**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)**

**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.

KENNETH TIGHE

Name of Person Signing



Signature

JUNE 22, 1999

Date Signed

U.P. OFFICER OF  
RADIAN, INC.

### ASSIGNMENT OF PURCHASED ASSETS

THIS ASSIGNMENT OF PURCHASED ASSETS is made effective as of the 1st day of January 1998, by Radian, Inc., a Delaware corporation (" Seller"), to Radian Systems, Inc., a Delaware corporation ("Purchaser").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to all of the assets, property and goodwill of Seller, relating primarily to the operation of the services and business of Purchaser, as a previous division of Seller at January 1, 1998 (other than such inventory, equipment, other tangible personal property, and other assets as are being conveyed or assigned by Seller to Purchaser under separate instruments of transfer, conveyance and assignment effective as of the date hereof) including, without limitation, the following items:

(a) all of Seller's rights in and to the contracts, agreements, licenses and leases in effect on January 1, 1998, to which Seller was a party, either as a provider and/or consumer of services and supplies, which said contracts, agreements, licenses and leases were entered into by Seller primarily for the benefit of Purchaser operating as a division of Seller, including, but not limited to, those contracts, agreements, licenses and leases listed in Exhibit A attached hereto and made a part hereof, and;

(b) all intangibles of Seller, including, but not limited to, all issued patents, trademarks, trade names, service marks, copyrights, and any applications for such trademarks, trade names, service marks and copyrights, and all patent rights, trade secrets, schematics, technology, know-how, computer software programs or applications and proprietary information and material used primarily by the Purchaser to conduct its business as of the date hereof, including, without limitation, those items listed in Exhibit B attached hereto and made a part hereof;

(c) Seller's accounts receivable for goods sold and/or services performed by Purchaser under any contract or agreement assigned to Purchaser by Seller hereunder; and

(d) all other assets, whether tangible or intangible, not hereinafter expressly mentioned which are, as of the effective date hereof, used primarily in or held for future use primarily in the operation of the business of Purchaser as a going concern.

TO HAVE AND TO HOLD the same, unto and for the use of Purchaser, its successors and assigns forever.

EC-00150.1

Seller hereby agrees, from time to time hereafter, upon Purchaser's request and without further consideration, to execute and deliver, or cause to be executed and delivered, all such further instruments of transfer, conveyance and assignment, and to take such further action, as Purchaser may deem necessary or desirable to effectively transfer, convey and assign to Purchaser, and to put Purchaser in actual possession and control of, the foregoing assets.

This Assignment of Purchased Assets shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. This Assignment of Purchased Assets shall inure to the exclusive benefit of Purchaser, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

IN WITNESS WHEREOF, Seller has executed this Assignment of Purchased Assets effective as of the effective date stated above.

SELLER

RADIAN, INC.

By: Timothy B. Fleischer  
Timothy B. Fleischer, President

PG-350150.1