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

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Conveying Party		if additional names of convey	
Name TWOMIT LEADOUR	TNA		Month Day Year
Name INTELLIGROUP,	INC.		
Formerly			
Individual Gene	ral Partnership Lim	ited Partnership X	Corporation Association
Other			
X Citizenship/State of Inc	orporation/Organization	NEW JERSEY	
Receiving Party	Ma	rk if additional names of receiv	ring parties attached
Name SERANOVA,	INC.		
DBA/AKA/TA			
Composed of			
Address (line 1) 499 THORNA	LL STREET		
Address (line 2)			
Address (line 3) EDISON		NEW JERSEY	08837
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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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FORM PTO-1618B Expires 06/30/99 OMB 0851-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK		
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Correspondent Name and Address Area Coo	de and Telephone Number (609)	987-6886		
Name SUSAN OKIN GOLDSMITH, ESQ.				
Address (line 1) BUCHANAN INGERSOLL P.C.				
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Trademark Application Number(s)  75847576	Registration I	Number(s)		
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To the best of my knowledge and belief, the	foregoing information is true and correc	t and any		

attached copy is a true copy of the original document. Charges to deposit account are authorized, as

indicated herein.

SUSAN OKIN GOL	DSMITH
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Name of Person Signing

## ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is made as of \_\_\_\_\_\_\_, 2000 ("Effective Date"), by and between INTELLIGROUP, INC., a New Jersey corporation with offices located at 499 Thornall Street, Edison, New Jersey 08837 ("Intelligroup"), and SERANOVA, INC., a New Jersey corporation with offices located at 499 Thornall Street, Edison, New Jersey 08837 ("Seranova").

Whereas, as of the Effective Date, Intelligroup desires to transfer to Seranova certain assets developed or acquired by Intelligroup in connection with its computer service business, including the trademarks and/or service marks identified on **Schedule A** attached hereto and made a part hereof, together with the entire goodwill and the business to which each such mark pertains and which is contemplated to be conducted under the said mark.

NOW, THEREFORE, for ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Effective the Effective Date, Intelligroup assigns and transfers to Seranova all of its right, title and interest in and to each of the trademark and service marks identified on **Schedule A** attached hereto and made a part hereof, and all the good-will of the business in connection with the marks and now or hereafter symbolized by the said marks, and all rights and privileges under each of the said marks, including the right to renew the registration of the said marks, and all rights to recover for damages and profits for infringement of the said marks. Seranova accepts and assumes such right, title and interest, as of the Effective Date.

ATTEST/WITNESSES

INTELLIGROUP, INC.

BY: ARJIN VALLUE!

Name: CHAMMAN & CO-CEO

Title:

SERANOVA, INC.

BY: RAJAN NAIK

Name:
Title: OPERATION OFFICER

TRADEMARK REEL: 002082 FRAME: 0442

## **SCHEDULE A**

Mark U. S. Serial No.

SERANOVA 75/847,576

THE POWER OF APPROACH 75/877,124

INFINIENT 75/816,151

**RECORDED: 05/04/2000** 

**Filing Date** 

November 12, 1999

December 21, 1999

October 5, 1999

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