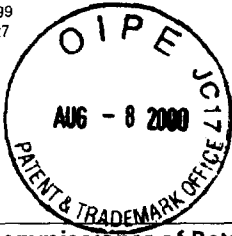


09-08-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8.8.00

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

2147371

- 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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/07/2000 MTHA11 00000206 2147371

01 FC:481 40.00 OP
02 FC:482 125.00 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: 002130 FRAME: 0993

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="2,147,371"/>	<input type="text" value="2,025,520"/>	<input type="text" value="2,023,895"/>
<input type="text" value="2,075,185"/>	<input type="text" value="2,104,245"/>	<input type="text" value="2,026,996"/>
<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.

Gregg R. Zegarelli, Esq.

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

Assignor: VS Corporation
Assignee: ComponentOne, L.L.C.

Date: August 1, 2000

Whereas, VS Corporation t/d/b/a VideoSoft, a corporation of the State of California, (the "ASSIGNOR") having its principal office and place of business at 5900-T Hollis Street, Emeryville, CA 94608, is the owner of the following marks (the "MARKS") , registered on the United States Patent and Trademark Office Principal Register:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VIDEOSOFT	2,075,185	July 1, 1997
VideoSoft (Stylized)	2,147,371	March 31, 1998
VS-OCX	2,026,996	December 31, 1996
VSFLEX	2,025,520	December 24, 1996
VSREPORTS	2,104,245	October 7, 1997
VSVIEW	2,023,895	December 17, 1996

ComponentOne, L.L.C., a limited liability company of the Commonwealth of Pennsylvania, (the "ASSIGNEE") having its principal office and place of business at 4516 Henry Street, Suite 500, Pittsburgh, Allegheny County, PA 15213, is desirous of acquiring all right, title and interest in the MARKS.

ASSIGNMENT

Now, for good and valuable consideration, the receipt thereof which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

- ASSIGNOR does hereby sell, assign, transfer and set over to the ASSIGNEE the MARKS, together with the goodwill of the business symbolized by and appurtenant to the MARKS. The MARKS to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, forever, to the fullest extent permitted by law. These rights are assigned together with all claims by ASSIGNOR for damages by reason of past infringement of the MARKS, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors and assigns.
- ASSIGNOR will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE, or the representatives thereof, any facts known to ASSIGNOR respecting the MARKS, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by the ASSIGNEE or by counsel for ASSIGNEE, to assist or enable the

ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute copies of this assignment or portions thereof regarding any or all of the aforementioned MARKS, as required by ASSIGNEE in the future.

3. ASSIGNOR hereby agrees to waive all rights and privileges to attack any of the MARKS or the registration of any or all of the MARKS.

4. ASSIGNOR makes no representation or warranty that it is the sole and exclusive owner of the MARKS or that the MARKS are free of all liens, security interests, claims or other encumbrances. The assignment made herein is by quitclaim.

5. ASSIGNOR will not adopt and/or use any mark which is a colorable imitation that is likely to cause confusion with any of the MARKS.

IN WITNESS WHEREOF, and intending to be legally bound, ASSIGNOR has caused this Assignment to be signed by its officer thereto duly authorized, and its corporate seal to be affixed hereto.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

VS CORPORATION t/d/b/a VIDEO SOFT

[Signature]
Jose de San Martin, Chief Financial Officer

Date: 8/1/2000

I, the undersigned Notary Public, do hereby certify that Jose de San Martin, personally known to me, appeared before me this day in person, and acknowledged that he is the Chief Financial Officer of VS Corporation, d/b/a VideoSoft (the "Corporation"), and that as such Chief Financial Officer, he executed and delivered the foregoing Trademark Assignment on behalf of the Corporation as its free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 1st day of August, 2000.

My Commission Expires: 11/24/2003

Notary Public: Michelle L. Pavlik

