

MRD 4/2/01

04-17-2001

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY



101665817

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

1. Name of conveying party:
MICROSOFT CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State WA
 Other _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party:

Name: THOMAS INTERNATIONAL LIMITED

Street Address: HARRIS HOUSE, 17 WEST STREET, MARLOW

City: BUCKINGHAMSHIRE State: ENGLAND
ZIP: SL7 2LS

APR - 2 2001

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Granting of rights previously possessed by TIMS Management Systems, Inc. as a consequence of a Trademark Assignment Agreement, recorded with the U.S. Patent and Trademark Office on June 9, 1997 at Reel/Frame 1597/0545, and a Trademark License Agreement, recorded on April 20, 1998 at Reel/Frame 1719/0197.

Execution Dates:
 1) May 10, 2000 3) _____
 2) _____ 4) _____

Individual(s) citizenship _____
 Association _____
 General Partnership Limited Partnership
 Corporation - State ENGLAND
 Other _____

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):

B. Trademark Registration No(s):
2,057,194

Additional numbers attached? Yes No

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

Name: WILLIAM O. FERRON, JR.

Internal Address: SEED INTELLECTUAL
PROPERTY LAW GROUP PLLC

Street Address: 701 FIFTH AVENUE, SUITE 6300

City: SEATTLE State: WA ZIP: 98104-7092

6. Total number of applications and registrations involved.....1

7. Total Fee (37 CFR 3.41):\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-1090
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/16/2001 TDIAZI 00000198 2057194
01 FC:481 40.00 DP

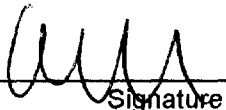
TRADEMARK
REEL: 002272 FRAME: 0621

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.

WILLIAM O. FERRON, JR.

Name of Person Signing


Signature

March 30, 201

Date

Total number of pages including cover sheet, attachments, and document: 5

AGREEMENT OF NOVATION

THIS AGREEMENT OF NOVATION is made with effect from the 29th day of October 1999 ("effective date")

BETWEEN

Microsoft Corporation, a corporation organised and existing under the laws of the State of Washington, United States of America, of One Microsoft Way, Redmond, Washington 98052-6399, U.S.A. ("Microsoft")

AND

Thomas International Limited, a company incorporated and existing under the laws of England, of Harris House, 17 West Street, Marlow, Buckinghamshire, SL7 2LS, England ("Thomas").

WHEREAS

A. A tripartite agreement ("Main Agreement") was concluded with effect from 27th January 1997 between Thomas of the first part, TIMS Management Systems, Inc., an Arizona corporation, of P.O. Box 36360, 2940 N. Swan Road, Suite 212, Tuscon, Arizona 85740, U.S.A. ("TIMS") of the second part and Microsoft of the third part, concerning a trade mark defined as the TI design;

B. A further Agreement ("Licence Agreement") was concluded between Microsoft and TIMS with effect from 30th April 1997, concerning the TI design in the U.S.A.;

C. TIMS assigned all its intellectual property rights to Thomas with effect from 29th October 1999;

D. Thomas is desirous of exercising the said intellectual property rights formerly owned by TIMS, particularly with respect to the TI design in the U.S.A., and Microsoft is in agreement therewith;

NOW THIS AGREEMENT WITNESSETH as follows:

1. In consideration of the premises and no monetary consideration whatsoever, Microsoft hereby grants to Thomas the same rights as previously possessed by TIMS as a consequence of the Main Agreement and the Licence Agreement.

2. For the avoidance of doubt, the effect of Clause 1 above shall be that the Main Agreement and Licence Agreement remain in full force with respect to all privileges and obligations of the parties hereto, with the exception that the name and particulars of TIMS shall be replaced by the name and particulars of Thomas as from the effective date hereof.

3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of Novation on the day and year hereinafter stated

Date: May 10, 2000

Microsoft Corporation

By: Katie E Sako

Katie E. Sako, Assistant Secretary
(name and title)

Date: 18.04.2000

Thomas International Limited

By: Anthony R Kaye

ANTHONY R KAYE, Director
(name and title)