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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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

1. Name of conveying party(ies):

Electronic Commerce Associates, Inc.
1881 9th St., Ste. 337
Boulder, CO 80302

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

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

2. Name and address of receiving party(ies)

Name: Gartner Group, Inc.

Internal

Address: _____

Street Address: 56 Top Gallant Road MAY 29 2001

City: Stamford State: CT Zip: 06904

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/812, 582

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Patricia C. Gagnon

Internal Address: _____

Street Address: Shipman & Goodwin, LLP
One American Row

City: Hartford State: CT Zip: 06103

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: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Marcus D. Wilkinson

Name of Person Signing

Marcus D. Wilkinson
Signature

5-24-01

Date

6

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

BILL OF SALE, ASSIGNMENT AND CONVEYANCE

Effective as of October 3, 2000

WHEREAS, GARTNER GROUP, INC., a Delaware corporation ("Buyer"), and SOLISTA GLOBAL, LLC, a Colorado limited liability company ("Seller"), have entered into an Asset Purchase Agreement dated as of October 2, 2000 (which, together with the exhibits thereto, is hereinafter referred to as the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement contemplates and provides for the assignment, transfer and conveyance to Buyer of certain assets of Seller used or useful in the business of Seller;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, transfer, convey, assign and deliver to Buyer, as of the date first above appearing, all of Seller's right, title and interest, of whatever kind and character, in and to the assets described on Schedule 1B(i) hereto (the "Purchased Assets"), free and clear of any and all liens, licenses, mortgages, encumbrances, pledges, security interests or charges of any nature whatsoever:

TO HAVE AND TO HOLD unto Buyer, its successors and assigns forever all of the Purchased Assets hereby granted, bargained, sold, transferred, conveyed, assigned and delivered.

Seller warrants, covenants and agrees that Buyer is now rightfully and absolutely possessed of and entitled to the Purchased Assets hereby assigned, sold, transferred and conveyed and that Seller has good right, title and authority to assign, sell, transfer and convey the same unto Buyer, its successors and assigns, according to the true intent and meaning of these presents and that Buyer shall immediately after the execution and delivery hereof have possession of and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the Purchased Assets and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by Seller or any other person whatsoever, with good and marketable title thereto, free and clear and absolutely released and discharged from and against any and all liens, licenses, mortgages, encumbrances, pledges, security interests or charges of any nature whatsoever.

Seller hereby irrevocably makes, constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, for and in the name and stead of Seller but on behalf and for the benefit of Buyer, to demand and receive from time to time any and all property, tangible and intangible, constituting any of the Purchased Assets and to give receipts and releases for and in respect of the same and any part thereof and, from time to time, to institute and prosecute in the name of Seller, but at the expense and for the benefit of Buyer, any and all proceedings at law, in equity or otherwise, which Buyer may deem proper to collect, assert or enforce any claim, right or title of any kind in respect of any of the Purchased Assets and to defend and compromise any and all actions, suits or proceedings hereafter instituted in respect of any of the Purchased Assets and to do all such acts and things in relation to the

Purchased Assets as Buyer shall deem desirable, except in all cases as otherwise contemplated by the Asset Purchase Agreement.

Seller hereby covenants and agrees to execute and deliver to Buyer such other instruments of conveyance, assignment and transfer as Buyer may reasonably request in order more fully to vest in Buyer all and singular the rights and properties hereby granted, bargained, sold, transferred, conveyed, assigned and delivered.

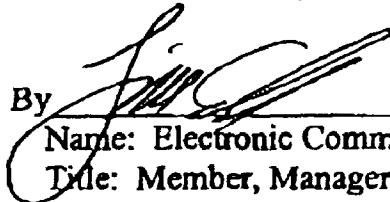
This Bill of Sale, Assignment and Conveyance shall be governed by and construed in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of New York.

This Bill of Sale, Assignment and Conveyance shall be binding upon Seller and its respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed in its name by its proper and duly authorized corporate officer.

SOLISTA GLOBAL, LLC

By


Name: Electronic Commerce Associates, Inc.

Title: Member, Manager

By: Tim Enwall

Title: President

SCHEDULE 1B(i)

PURCHASED ASSETS OF SELLER

The Purchased Assets from Seller include all of the assets of any kind or nature used or useful in the Business, including, without limitation, the following assets, and excluding the assets described below as "Excluded" (capitalized terms not otherwise defined herein shall have the meanings given them in the Asset Purchase Agreement):

a. Tangible Property/Equipment

All tangible personal property and fixtures of every kind, nature and description, including, without limitation, all machinery, equipment, computers, motor vehicles, implements and instruments, parts, furniture, trade fixtures and general supplies, a list of which is attached hereto;

b. Inventory

All inventory, including prepaid and in-transit items, of materials and supplies, spare parts, shipping containers and materials, packaging, and finished products relating to the Business;

c. Contracts, etc.

All Contracts, together with all claims or rights of action now existing or hereinafter arising out of such contracts or agreements or the performance thereof, the benefit of all open orders placed with Seller, the benefit of all purchase orders placed by Seller for products of the type included in the inventory being acquired hereunder, all warranties extended and representations made to Seller by third parties to the extent assignable, and all rights, remedies, set-offs, allowances, reworkings, and discounts;

d. General Intangibles

All claims and rights against third parties relating to, or arising out of the Business, together with any and all security interests, Liens or mortgages granted or otherwise available to Seller as security for the collection of any of the Purchased Assets; Accounts Receivable; unbilled revenue and accounts receivable on existing and in-progress contracts; deposits; prepaid accounts; permits; approvals; variances; Seller's existing telephone numbers; customer lists; Seller's corporate name ("Solista Global, LLC") and all other trade names, trademarks, service marks, and all substantially similar names and marks; all copyrights, patents, trade secrets, inventions, discoveries, know-how and other Intellectual Property rights relating to the Business and all derivatives thereof; all the Seller Software; and all licenses held by Seller and required for the operation of the Business;

e. Records

All logs, books, records, files, customer lists, and histories, supplier lists, and files, engineering and design drawings, and all sales literature and sales aids, pictures, negatives, camera ready proofs, product catalogs, product sheets and documentation, product displays, advertising materials, manuals, computer and electronic data processing materials and programs, correspondence, and all other Records;

f. Goodwill

All of the know-how and goodwill of the Business, including, without limitation, the exclusive right for Buyer to hold itself out as the successor to the Business of Seller; and

g. Cash

Cash, cash equivalents, liquid assets and bank accounts of Seller in the amount of \$149,759 in account no. 53-001-092 at Imperial Bank.

h. Attachment

Those items listed on the attachments to this Schedule 1B(i).

EXCLUDED ASSETS

1. Seller's corporate franchise, minute books and records, and stock books and records.
2. Employee benefit plans.
3. Employee handbook.
4. Employment agreements and agreements with independent contractors.
5. All insurance policies.
6. Real property owned by Seller.
7. Securities received from clients for work performed prior to the Closing Date
8. All contracts, agreements or other arrangements other than those listed on Schedule 1B(i)-2, including, but not limited to (i) Subcontract Agreement, dated October 15, 1999, between Seller and Intellocity USA, Inc.; (ii) Memorandum of Agreement, dated July 21, 2000, between Seller and Solarcom LLC; (iii) Consulting Partner Network Agreement from MRA Systems Inc. (d/b/a GE Access); (iv) any oral agreements or arrangements with GE Access; (v) any agreements or arrangements with Internet Information Systems; (vi) any agreements or arrangements with Karl Dunkel; (vii) Subcontract Agreement, dated March 24, 2000, by and between Seller and Forster Associates, Ltd.; and (viii) Subcontract Agreement, dated August 1, 2000, by and between Seller and Robert Wells d/b/a Lennox Research.
9. Seller's investment in Intellocity and security deposits paid on behalf of Intellocity
10. Seller's investment relating to its equity participation in HCCI for work performed prior to the Closing Date.

11. FirstBank Checking/Deposit Account, Number 272-552-5683 with a balance of \$0 cash.
12. ABN Amro Bank in Amsterdam Checking/Deposit NLG Account, Number 54.50.12.139 with a balance of \$0 cash.
13. ABN Amro Bank in Amsterdam Checking/Deposit USD Account, Number 54.50.12.295 with a balance of \$0 cash.
14. Purchased Books (other than those listed on 1B-2 and not written by employees which may be considered assets of the Seller), construction tools, file boxes and personal files dated prior to the employee's employment date with Seller, plants, pictures, desktop personal effects, video or digital cameras, personal rolodexes and business card files (but not corporate database), espresso machine, ceramic bowls, or other personal property belonging to the employees of Seller. These exclusions apply to all of the company's locations including the Boulder office, the Amsterdam office, and the Amsterdam apartment.