

12-12-2001



SHEET
Y

To the Honorable Commissione.

101913688

attached original documents or copy thereof.

1. Name of conveying party(ies):

Xanalis Limited

12.6.01

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - United Kingdom
- Other

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: June 20, 2001

2. Name and address of receiving party(ies):

Name: **Harlequin Limited**
 Address: **Barrington Hall,
 Haslingfield Road
 Barrington, Cambridge CB2 5RG
 United Kingdom**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation- United Kingdom
- 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)

610-0480-7600 -VS

A. Trademark Applications

Mark: Mark Serial No. 202-3513
 Date: 12/6/01 Label No. _____
 as indicated above, this paper or
 fee was deposited with the U.S. Postal Service for delivery to the Assistant
 Trademarks, 2000 Crystal Drive, Arlington, VA 22202-3513
 by "Express Mail Post Office to Addressee" service.

D. Perez D. Perez
 Name (Print) Signature

Additional numbers attached? Yes No

B. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>
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PLEASE REFER TO ADDITIONAL ATTACHMENT TITLED: SCHEDULE A

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

Name: Darby & Darby P.C.
 Street Address: 805 Third Avenue, 27th Floor
 City: New York State: New York Zip: 10022-7513

Our Ref. Nos. 3166/8E383

12/11/2001 GT0N11 00000103 2502313
 01 FC:481 40.00 DP
 02 FL:482 200.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41):.....\$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Any additional amount is authorized to be charged to Deposit account number: 04-0100

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

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.

Amy L. Nelkin
Name of Person Signing

Amy L. Nelkin
 Signature

December 6, 2001

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

9

SCHEDULE A

REG. NO.	MARK	REG. DATE
2,502,313	POWERCASE	October 30, 2001
2,360,561	ELEMENTARY WATSON	June 20, 2000
2,286,992	RAPIDRULES	October 19, 1999
2,279,633	DATAWORKS/LS	September 21, 1999
2,272,554	DATAWORKS	August 24, 1999
2,248,056	MLWORKS	May 25, 1999
2,177,313	LIQUID COMMON LISP	July 28, 1998
2,164,958	WATSON	June 16, 1998
2,096,395	WEBMAKER	September 16, 1997

DATED 20 June 2001

XANALYS LIMITED (1)

and

HARLEQUIN LIMITED (2)

TRADE MARK ASSIGNMENT

WALKER MORRIS
 Kings Court
 12 King Street
 LEEDS
 LS1 2HL
 Tel: 0113 2832500
 Fax: 0113 2459412
 Ref: DZJ

We hereby certify this to be a true copy

Walker Morris

WALKER MORRIS
Solicitors Leeds 1



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Walker Morris

WALKER MORRIS
Solicitors Leeds 1

THIS ASSIGNMENT is made

20 June

2001

BETWEEN:

- (1) **XANALYS LIMITED** (company number 3787663) whose registered office is at Barrington Hall, Haslingfield Road, Barrington, Cambridge CB2 5RG (the **Assignee**); and
- (2) **HARLEQUIN LIMITED** (company number 2049413) whose registered office is at Barrington Hall, Haslingfield Road, Barrington, Cambridge CB2 5RG (the **Assignor**).

RECITALS:

- (A) This assignment is effective from 2 January 2000.
- (B) The Assignor is the proprietor of the Trade Marks detailed in the schedule to this assignment.
- (C) The Assignor has agreed to assign all of its estate, right, title and interest in the Trade Marks to the Assignee with full title guarantee on the terms set out in this assignment and to execute this assignment.

OPERATIVE PROVISIONS:

1 DEFINITION

In this agreement the **Trade Marks** means the Trade Mark registrations and applications as detailed in the schedule to this assignment.

2 ASSIGNMENT

In consideration of the sum of £1 (one pound sterling) now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) the Assignor **ASSIGNS** and transfers on the terms of this assignment all of its estate, right, title and interest in the Trade Marks with full title guarantee including all statutory and common law rights attaching to the Trade Marks and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.

3 GOODWILL

The Assignor confirms that this assignment is made with the goodwill of the business attaching to the Trade Marks and the right to sue for past infringements and to retain any damages as a result of such action.

We hereby certify this to be a true copy

Walker Morris

WALKER MORRIS
Solicitors Leeds 1 **TRADEMARK**

4 ASSIGNOR COVENANTS

The Assignor covenants:

- 4.1 to render all necessary assistance to the Assignee, and further that it will do all acts which may be necessary to confirm the title of the Assignee to the Trade Marks, whether or not in connection with any registration of such title, and otherwise offer all necessary co-operation to have such assignments so effected and registered;
- 4.2 that it renounces any rights which it may have in respect of the Trade Marks; and
- 4.3 that the Assignee shall have quiet enjoyment of the Trade Marks.

5 INFRINGEMENT

- 5.1 Pending the recordal of the Assignee as proprietor of the Trade Marks, the Assignor will lend its name to any proceedings for infringement or passing off which the Assignee may require to be brought against any person in relation to the Trade Marks.
- 5.2 The Assignee shall indemnify the Assignor in respect of any costs reasonably and properly incurred by the Assignor as a result of assisting the Assignee in such proceedings.

6 LAW AND JURISDICTION

This assignment shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this assignment.

IN WITNESS of which the parties have executed this assignment as a deed and delivered it on the date written at the top of this document.

We hereby certify this to be a true copy

Walker Morris
WALKER MORRIS
 Solicitors Leeds 1

SCHEDULE

EUROPEAN COMMUNITY TRADE MARKS

MARK	NUMBER	CLASS	STATUS
LIQUID COMMON LISP	316885	9,16,42	REG
LINKSHEET	294975	9,16,42	PEN
CASECALL	740696	9,16	REG
POWERCASE	740712	9,16	REG
POWERINDEXING	911800	9,16,42	PEN

UNITED KINGDOM

MARK	NUMBER	CLASS	STATUS
LISPWORKS	B1316611	9	REG
INTERSCRIPT	B1379364	9	REG
DATAWORKS	B1379366	9	REG
MLWORKS	B1379374	9	REG
KNOWLEDGEWORKS	1394512	9	REG
MULTISCRIP	B1397904	9	REG
WEBMAKER	2014762	9	REG
WATSON	2019222	9	REG
WEBHUNTER	2050894	9,16	REG
WEBGROWER	2050896	9,16	REG
WEBCUTTER	2050898	9,16	REG
WEBSKATER	2050899	9,16	REG
WEBJUMPER	2050900	9,16	REG
WATCALL	2051642	9,16	REG
WEBCHASER	2061147	9,16,42	REG
WEBSTICHER	2061157	9,16,42	REG
WEBSORTER	2061160	9,16,42	REG
PANOPTICA	2136278	9,16,42	REG <i>GR1</i>
ELEMENTARY WATSON	2138963	9,16,42	REG
WEBSIFTER	2061159	9,16,38,42	REG
LISPWORKS	B1318612	16	REG
INTERSCRIP	B1379365	16	REG

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TRADEMARK

DATAWORKS	B1379367	16	REG
MLWORKS	B1379375	16	REG
MULTISCRIP	B1397905	16	REG
WATSON	2054112	16	REG

UNITED STATES

MARK	NUMBER	CLASS	STATUS
LIQUID COMMON LISP	2177313	9	REG
DATAWORKS	2272554	9	REG
MLWORKS	2248056	9	REG
DATAWORKS/LS	2279663	9	PEN
PANOPTICA	75/332259	9	PEN <i>GEM.</i>
LINKSHEET	75/130729	9	PEN
ELEMENTARY WATSON	75/349434	9	PEN
WATSON	2164958	9	PEN
WEBSIFTER	75/130732	9	PEN
WEBMAKER	2096395	9	REG
WEBHUNTER	75/079459	9	PEN
WEBSKATER	75/079451	9	PEN
CASECALL	75/381648	9	PEN
POWERCASE	75/381709	9	PEN
RAPIDRULES	2286992	9	REG

We hereby certify this to be a true copy

Walker Morris

WALKER MORRIS
Solicitor Leeds 1

EXECUTED AS A DEED)

by XANALYS LIMITED)

acting by:)

Director

Director/secretary

EXECUTED AS A DEED)

by HARLEQUIN LIMITED)

acting by:)

Director

Director/secretary

We hereby certify this to be a true copy

Walter Morrison