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AUG 1 2002

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Tab settings



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102181642

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

1. Name of conveying party(ies):  
Sequencia Corporation 8/1/02

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: OSI Software, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 777 Davis Street, Suite 250  
City: San Leandro State: CA Zip: 94577

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: July 26, 2002

Corporation - California  
 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)  
76/093,119    76/031,780    76/031,283  
76/093,125    75/899,823  
76/092,891    75/899,824

B. Trademark Registration No.(s)  
2,572,974    2,572,976    2,279,360  
2,340,654    2,572,975

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David Weiskopf, Esq.  
Internal Address: c/o Fenwick & West LLP  
Street Address: Two Palo Alto Square  
08/07/2002 AHMED1 00000047 76093119  
01 FC:481                      40.00 OP  
02 FC:482                      275.00 OP  
City: Palo Alto State: CA Zip: 94306

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41)..... \$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:  
50-0261  
(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.*

Melisa Frick                      Melisa Frick                      8/1/02  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 7

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

EL935814107US

TRADEMARK  
REEL: 002556 FRAME: 0675

08/07/2002 AHMED1 00000047 76093119  
01 FC:481  
02 FC:482

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated July 26, 2002, is entered into by Sequencia Corporation, a Delaware corporation ("*Assignor*"), for the benefit of OSI Software, Inc., a California corporation ("*Assignee*").

WHEREAS, the parties have entered into that certain Asset Purchase Agreement, dated as of July 26, 2002, by and among Assignor, Assignee and, for limited purposes stated therein, Elizabeth Reeves (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire certain trademark(s), application(s), and any registration(s) resulting therefrom;

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, and interest in and to certain trademark(s), application(s), and any registration(s) resulting therefrom;

NOW, THEREFORE, in consideration of entering into the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, all of Assignor's right, title, and interest, including any common law rights it might own, in the United States of America and throughout the world, in and to the trademark(s) and any registrations and applications for said mark(s) listed in attached Exhibit A, together with the goodwill of the business connected with the use of and symbolized by said trademark(s).

Assignor hereby further agrees to cooperate reasonably with Assignee to do all affirmative acts, and to execute all papers that counsel for Assignee shall advise are necessary or desirable to Assignee in connection with the perfection in Assignee of the rights hereby assigned, in each case subject to the provisions of the Purchase Agreement. Assignor hereby appoints Assignee as its attorney-in-fact with respect to the trademark(s) and any registrations and applications for said mark(s) that are the subject of this Agreement to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to transfer, grant or confirm the rights transferred, granted and confirmed herein.

This Assignment is given pursuant to the provisions of the Purchase Agreement, and is made subject to the terms and provisions of the Purchase Agreement.

[signatures on next page]

IN WITNESS WHEREOF, this document is executed and delivered with effect as of the date first written above.

SEQUENCIA CORPORATION

By: Robert G. Pape  
Robert G. Pape, President and CEO

OSI SOFTWARE, INC.


By: \_\_\_\_\_  
Patrick Kennedy, President

IN WITNESS WHEREOF, this document is executed and delivered with effect as of the date first written above.

SEQUENCIA CORPORATION

By: \_\_\_\_\_  
Robert G. Pape, President and CEO

OSI SOFTWARE, INC.

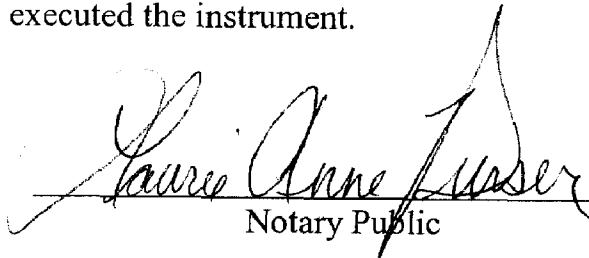
By:  \_\_\_\_\_  
Patrick Kennedy, President

COUNTRY OF U.S.A. )  
STATE OF ~~ARIZONA~~ California ) SS. :-  
COUNTY OF Los Angeles )

On this 24<sup>th</sup> day of July, 2002, before me personally appeared Robert Pape personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person, or entity on behalf of which the person acted, executed the instrument.



(Seal)

  
\_\_\_\_\_  
Notary Public

COUNTRY OF U.S.A. )  
STATE OF CALIFORNIA ) SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person, or entity on behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Notary Public

(Seal)

COUNTRY OF U.S.A. )  
STATE OF ARIZONA ) SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person, or entity on behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Notary Public

(Seal)

COUNTRY OF U.S.A. )  
STATE OF CALIFORNIA ) SS.:  
COUNTY OF YOLO )

On this 22<sup>nd</sup> day of July, 2002, before me personally appeared Patrick Kennedy, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person, or entity on behalf of which the person acted, executed the instrument.



Lisa Murphy  
Notary Public

EXHIBIT A

Trademark	Reg. No./App. No.	Reg. Date/App. Date
SEQUENCIA	76/093,119	July 19, 2000
SEQUENCIA	2,572,974	May 28, 2002
SEQUENCIA LOGO	2,340,654	April 11, 2000
GRECIPE	2,572,976	May 28, 2002
GRECIPE	76/093,125	July 19, 2000
SRECIPE	76/092,891	July 19, 2000
SRECIPE	2,572,975	May 28, 2002
SEQUENCIA	2,279,360	September 21, 1999
PROCESSPOINT.COM	76/031,283	April 21, 2000
PROCESSPOINT.COM	76/031,780	April 21, 2000
PROCESSPOINT	75/899,823	January 21, 2000
PROCESSPOINT	75/899,824	January 21, 2000