

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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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):

3037951 Nova Scotia Company

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

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

3. Nature of conveyance:

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

Execution Date: 3/31/00

2. Name and address of receiving party(ies)

Name: Interealty Corp.

Internal Address: _____
Address: _____

Street Address: 1951 Kidwell Drive

City: Vienna State: VA Zip: 22182

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- 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) 1,974,034

Additional number(s) attached Yes No

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

Name: Susan Montgomery

Internal Address: Foley Hoag LLP

Street Address: 155 Seaport Blvd.

City: Boston State: MA Zip: 02210

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:

06-1446

DO NOT USE THIS SPACE

9. Signature.

Susan Montgomery
Name of Person Signing


Signature

March 24, 2003
Date

Total number of pages including cover sheet, attachments, and document: 9

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

Geac CANADA

SALE AND ASSIGNMENT

SALE AND ASSIGNMENT, dated as of March 31, 2000 (this "*Sale and Assignment*") from 3037951 Nova Scotia Company, a company organized and existing under the laws of the Province of Nova Scotia ("*Seller*"), to Intercoaly Corp., a company organized and existing under the laws of Colorado ("*Purchaser*").

WITNESSETH:

WHEREAS capitalized terms used in this Sale and Assignment unless otherwise defined herein shall have the meaning ascribed thereto in the Agreement of January 21, 2000 between GTE Enterprises Initiatives Incorporated, as seller, and Geac Canada Limited, as purchaser, as amended and restated by an agreement dated February 11, 2000 relating to the purchase by Geac Canada Limited of all of the issued shares of Seller (the "Foundation Agreement");

WHEREAS, Seller has agreed to sell and assign the Acquired Assets of Seller to Purchaser which Acquired Assets are identified in the Foundation Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser hereby agree as follows:

SECTION 1. *Sale and Assignment.*

- (a) Seller does hereby sell, assign, transfer, and convey to Purchaser, its successors and assigns, forever, the entire right, title, and interest of Seller in, to and under the Assets listed in Schedules 4.10 (a) (Assigned Intellectual Property) and Schedule 6.5 (b) (i) (Tangible Assets) of the Foundation Agreement (collectively the "Sold Assets"), copies of which Schedules are attached hereto as Annex A and incorporated herein by reference.

Geac CANADA

1.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Sale and Assignment to be executed as of the date first written above by its officer's therunto duly authorized.

INTERREALTY CORP

By: 

Name: S. R. Isenberg

Title: Vice President, General Counsel

3037951 NOVA SCOTIA COMPANY

By: 


Name: S. R. Isenberg

Title: General Counsel

SCHEDULE 4.10a

to the

Purchase Agreement**Assigned Intellectual Property****1. Trademarks**

<u>Country</u>	<u>Registration or Application Number</u>	<u>Mark</u>	<u>International Class Number</u>	<u>Nature of Interest</u>
Canada	Reg. TMA408,840	OB-1	N/A	Owned by Seller*
United States	Appln. (Not Assigned)	MLXCHANGE	9, 42	Owned by Seller
United States	Reg. 1,974,034		9	Owned by Seller*
United States	Appln. (Not Assigned)	MLXCHANGE	9, 42	Owned by Seller
United States	Common Law Mark	NORTHSTAR	9	Owned by Seller
United States	Common Law Mark	SYSTEM 4	9	Owned by Seller

* A change of name from GTE Professional Services Incorporated to GTE Enterprise Initiatives Incorporated is being recorded.

2. Patents

No patents or patent applications