

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCNC		07/17/2003	Nonprofit Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	MCNC Research and Development Institute
Street Address:	3021 Cornwallis Road
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	Nonprofit Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	2096918

CORRESPONDENCE DATA

Fax Number: (704)331-7598
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704-331-7400
 Email: maskins@kennedycovington.com
 Correspondent Name: Myra Askins-Sullivan
 Address Line 1: 214 N. Tryon
 Address Line 2: Hearst Tower - 47th Floor
 Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	27348.001
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OP \$40.00 2096918

NAME OF SUBMITTER:

Myra Askins-Sullivan

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks (this "Assignment") is made effective as of July 1, 2003, by MCNC, a North Carolina nonprofit corporation (the "Assignor") having a principal place of business at 3021 Cornwallis Road, Research Triangle Park, NC 27709, to MCNC Research and Development Institute, a North Carolina nonprofit corporation (the "Assignee") having a principal place of business at 3021 Cornwallis Road, Research Triangle Park, NC 27709.

WHEREAS, Assignor is the owner of the registered and unregistered domestic and foreign trademarks, service marks and all applications therefor listed on Schedule A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, the Assignor and the Assignee are parties to an Asset Acquisition Agreement, dated as of July 1, 2003 (the "Agreement"), pursuant to which the Assignor has agreed to assign, transfer and convey to the Assignee and the Assignee has agreed to acquire from the Assignor the Transferred Assets (as defined in the Agreement), which comprises a substantial portion of the Center for Networked Information, Discovery and Retrieval division/business of the Assignor and which includes the Marks; and

WHEREAS, in accordance with the Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide rights, title and interests in, to and under Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's worldwide rights, title and interests in, to and under the Marks, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue and recover damages for past and future infringements of any Mark and to bring any proceeding in the United States Patent and Trademark Office (or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Marks), and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction. The right, title and interest is to be held and enjoyed by the Assignee, its successors and assigns from and after the effective date hereof, as fully and exclusively as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

This Assignment shall be governed by the laws of the State of North Carolina, without giving effect to any conflicts of laws principles.

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The Assignor has caused its duly authorized officer to execute this Assignment as of the effective date first above written.

MCNC

[SEAL]

By: *[Signature]*
Name: P.P. Rizzo
Title: President

State of NC,
County of Wake)
ss.:

On this 17th day of July, 2003, before me, Dorcas Stapleton, personally appeared David P. Rizzo of MCNC, 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 he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

Dorcas B. Stapleton
My commission expires 12-4-2003

SCHEDULE A

Registered Trademarks and Service Marks

<u>Mark</u>	<u>Trademark Date</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
CNIDR	September 16, 1997	U.S. Reg. #2,096,918	September 16, 1997

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TRADEMARK
REEL: 002687 FRAME: 0342

ATTACHMENT TO TRADEMARK RECORDATION COVER SHEET
FOR U.S. REGISTRATION NO. 2,096,918

NUNC PRO TUNC effective date 07/01/2003