

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Khoral, Inc.	Khoral Research, Inc.	04/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	AccuSoft Corporation
Street Address:	71 Lyman Street
City:	Northborough
State/Country:	MASSACHUSETTS
Postal Code:	01532
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1727242	KHOROS
Registration Number:	1729048	KHOROS

CORRESPONDENCE DATA	
Fax Number:	(508)519-7798
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	508-351-9092 x 219
Email:	dfrischling@accusoft.com
Correspondent Name:	David Breitbart Frischling
Address Line 1:	71 Lyman Street, 2nd Floor
Address Line 2:	AccuSoft Corporation
Address Line 4:	Northborough, MASSACHUSETTS 01532

NAME OF SUBMITTER:	John M. Salas
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Total Attachments: 8  
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## EXHIBIT B

### *Bill of Sale*

As of April 15, 2004, **Khoral, Inc.**, a Delaware corporation with its principal place of business in Albuquerque, New Mexico ("**Seller**"), for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, paid by AccuSoft Corporation, a Delaware Corporation, with its principal place of business in Northborough, MA ("**Buyer**"), hereby sells, transfers, sets over, conveys and delivers to Buyer certain assets owned by Seller and used by it to conduct the Business as more particularly described on Exhibit B-1 of this Bill of Sale (the "**Assets**"), but specifically excluding those assets described on Exhibit B-2 of this Bill of Sale (the "**Excluded Assets**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Asset Purchase Agreement dated March 22, 2004, by and among Buyer, Seller and Seller's principal stockholders (the "**Agreement**").

TO HAVE AND TO HOLD all and singular the Assets to Buyer, its successors and assigns, to their own use and to have and to hold forever.

Seller, for itself and its successors and assigns, does hereby authorize Buyer, its successors and assigns, in the name of Seller and as such Seller's attorney, to do any and all things necessary or advisable to reduce the Assets to Buyer's possession. Seller, for itself and its respective successors and assigns, does hereby covenant with Buyer to execute, acknowledge, deliver and perform, or to authorize Buyer, as the agent and attorney of Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to Buyer the Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof.

Seller, for itself and its successors and assigns, hereby covenants with Buyer, its successors and assigns, that Seller is the lawful owners of the Assets, that the Assets are free from all liens, charges and encumbrances, that Seller has full right, power and authority to sell the Assets, and that Seller will warrant and defend the same against the claims and demands of all persons.

Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of Seller or Buyer set forth in the Agreement, nor shall this Bill of Sale expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Bill of Sale is intended only to effect the sale and transfer of the Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of Buyer under the Agreement are not merged into this Bill of Sale and shall, to the extent provided in the Agreement, survive the execution and delivery of this Bill of Sale, and the performance of the consummation of all transactions provided for in the Agreement.

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This instrument is binding upon, and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer as of the date first written above.

For Seller,  
Khoral, Inc.

By: *John M. Sales*  
Print Name: John M Sales  
Title: President / CEO

## EXHIBIT B-1

### *Assets*

1. Assets of the Business:

1.1.1. all intellectual property of the Business, which are owned by or licensed to Seller including (in whatever form or medium) patents, trademarks, service marks, trade names, corporate names, copyrights, and copyrighted works; registrations and applications for patents, trademarks, service marks, trade names, corporate names, and copyrights; trade secrets, software (whether in source code or object code), firmware, mask works, programs, inventions, discoveries, proprietary processes, and items of proprietary know-how, information, data or intellectual property; proprietary prospect lists, customer lists, projections, analyses, and market studies; and licenses, sublicenses, assignments, and agreements in respect of any of the foregoing, as more particularly described on Schedule 1.1.1 of the Agreement (collectively, the "Intellectual Property");

1.1.2. all rights and powers to assert, defend and recover title to the Intellectual Property of the Business in the same manner and to the same extent as a Seller could or could cause to be done prior to this Agreement, and the right to recover for past damages on account of the infringement, misuse, or theft that occurred prior to this Agreement;

1.1.3. all records of the Business, including business, computer, engineering, and other records, and all associated documents, discs, tapes, and other storage or record keeping media of Seller prepared or held in connection with the Business, including but not limited to all sales data, customer lists, accounts, bids, contracts, supplier records, and other data and information of the Business, excluding corporate minute books of Seller, as more particularly described on Schedule 1.1.3 of the Agreement (collectively, the "Records");

1.1.4. all of Seller's rights under any contract of the Business to which Seller is a party, including but not limited to customer, VAR, OEM, reseller, governmental, and third-party vendor agreements, but excluding Transitional Contracts as described in Section 1.1.9, as more particularly described on Schedule 1.1.4 of the Agreement (collectively, the "Contracts");

1.1.5. all licenses, permits, approvals and certifications issued to Seller by a government agency or by a private testing or certifying authority in connection with the Business to the extent assignable under the terms of such license, permit, approval or certificate or applicable law, as more particularly described on Schedule 1.1.5 of the Agreement (collectively, the "Licenses");

1.1.6. all internet domain names used by Seller in connection with the Business;

1.1.7. all prepayments and/or deposits made by Seller in connection with services to be performed or goods to be supplied to the Business after the date of this Agreement, the nature and amount of which are more particularly described on Schedule 1.1.7 of the Agreement (Collective, the "Prepayments");

1.1.8. all accounts receivable of Seller as specified on Schedule 1.1.8 of the Agreement (the "Accounts Receivable"), which Schedule 1.1.8 shall specify (if known) the amount of each such receivable, the date such receivable accrued, the person or entity from whom such receivable is due and any collection actions taken with respect to such receivable. Accounts Receivable shall mean all accounts receivable, loans receivable, notes receivable and other receivables of the Seller arising from the Business, any credit card or debit card program, and all payments due from clients and customers, regardless of whether such payment is attributable to work that has already been performed prior to the Closing;

1.1.9. all contracts identified as Transitional Contracts as specified on Schedule 1.1.9 of the Agreement ("Transitional Contracts"). Transitional Contracts are defined as those contracts that the parties acknowledge may not be practical or advisable to assign or terminate by the Closing. In such cases, Seller and Buyer will use diligent efforts to transition such business (concerning the Business only) and the customer relationship relating to such business to Buyer such that any new agreement concerning the Business will be entered into by, and support and maintenance will be provided by, Buyer, except where Buyer is unable to do so. Schedule 1.1.9 shall detail for each Transitional Contract whether the Buyer or the Seller shall be entitled to the revenue and benefits associated with such Transitional Contract. Buyer will provide Seller a license for the Business, as described in Section 5.3.7, as it seems reasonably necessary solely to satisfy customers under Transitional Contracts in accordance with this paragraph if Buyer is unable to do so. Following the Closing, Seller shall not enter into any new Transitional Contracts nor extend the term of any existing contract. Buyer and Seller shall negotiate a mutually acceptable arrangement to afford Buyer the benefits of ongoing licenses which are intended to be assigned hereunder as part of the assets but which cannot be assigned due to third party objections.

1.1.10. all prospective customers identified as Accounts Underway as specified and further defined on Schedule 1.1.10 of the Agreement ("Accounts Underway").

1.1.11. all other claims against others, rights, and choses in action, liquidated or unliquidated, of Seller arising from the Business, including those arising under insurance policies.

1.1.12. all rights relating to or arising out of the Business under express or implied warranties from the suppliers of the Business and with respect to the Assets being transferred to Buyer.

**EXHIBIT B-2**

***Excluded Assets***

In addition to those Assets specified on Schedule 1.2 of the Agreement, all other assets of Seller other than those expressly set forth in Exhibit B-1, are expressly excluded from this Agreement and shall not be deemed to be sold by Seller to Buyer or purchased by Buyer from Seller pursuant to this Agreement (“**Excluded Assets**”).

## SCHEDULES TO ASSET PURCHASE AGREEMENT

### SCHEDULE 1.1.1

#### *Intellectual Property*

All intellectual property of the Business, which are owned by or licensed to Seller including (in whatever form or medium) patents, trademarks, service marks, trade names, corporate names, copyrights, and copyrighted works; registrations and applications for patents, trademarks, service marks, trade names, corporate names, and copyrights; trade secrets, software (whether in source code or object code), firmware, mask works, programs, inventions, discoveries, proprietary processes, and items of proprietary know-how, information, data or intellectual property; proprietary prospect lists, customer lists, projections, analyses, and market studies; and licenses, sublicenses, assignments, and agreements in respect of any of the foregoing, as more particularly described below:

1. All intellectual property related to the KhorosPro product line and related documentation:

Any and all source code, object code and documentation related to, distributed with, or developed with the specific intent to distribute with all versions of the Khoros Pro product line (other than those items specifically identified on Schedule 1.2 -- Excluded assets), including:

- All Khoral Development Toolboxes
  - OV toolbox – Internal toolbox for Overview manual
  - PS1 toolbox – Internal toolbox for Programming Services 1 manual
  - PS2 toolbox– Internal toolbox for Programming Services 2 manual
  - PS3 toolbox– Internal toolbox for Programming Services 3 manual
  - TP toolbox– Internal toolbox for Toolbox Programming manual
  - VP toolbox– Internal toolbox for Visual Programming manual
  - build toolbox
  - bootstrap toolbox
  - datamanip toolbox
  - dataserv toolbox
  - design toolbox
  - devel toolbox
  - documentation toolbox
  - envision toolbox
  - flexlm toolbox
  - image toolbox
  - imagine toolbox
  - java toolbox
  - manual toolbox
  - mfile toolbox
  - migration toolbox
  - retro toolbox

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*Julius*



- sampledata toolbox
  - srcmach toolbox
  - streamops toolbox
  - test\_tb toolbox
  - winapps toolbox
  - winlic toolbox
  - winsup toolbox
  - xpp\_home toolbox
  - Hands-on Guide manual
  - Install Guide manual
  - Student Guide manual
  - Khoros Pro Student Version
  - Training related toolboxes:
    - training\_misc
    - training\_solutions
  - Khoros Pro previous version toolboxes:
    - sdktools – used in KP2000 release support
  - All Third-Party Development Toolboxes
    - dip2001 toolbox
    - geometry toolbox
    - formats toolbox
    - kfftwtb toolbox
    - matrix toolbox
    - db\_migrate toolbox
    - mmach toolbox
    - nitf toolbox
    - register toolbox
    - wavelet toolbox
    - Space Computer Corp IDL tool
  - All Installation files
2. Registered Trademarks
- United States Trademark Registration No. 1,729,048 for “Khoros”
  - United States Trademark Registration No. No. 1,727,242 for the Khoros logo.
  - German Trademark Registration No. 2,030,327 and International Trademark Registration No. 604,444 for Khoros and Design (currently being held by F.P.S. France)
  - Brazilian Trademark Registration No. 817.921.184, in class No. 41.10 for Khoros and Design.
3. Other Trademarks:
- Khoros Pro

- Khoros Pro 2.1
  - Khoros Pro 2.2
  - Khoros Pro 2000
  - Khoros Pro 2001
  - Cantata
  - Composer
  - Craftsman
  - Guise
  - XprismPro
  - Xprism
  - M-file Toolbox
4. Registered Copyrights:
- United States Copyright Registration No. TX-4-653-736 for Khoros Pro manual copyright for version 2.1
5. Other Copyrights:
- All publications of the Student Version ISBN number 0967946700.
  - Any and all content related to all versions of the Khoros.com website.
6. Records:
- Any and all intellectual property associated with any and all records listed in Schedule 1.1.3.
7. Contracts
- Any and all intellectual property associated with any and all contracts listed in Schedule 1.1.4.
8. Licenses
- Any and all intellectual property associated with any and all contracts listed in Schedule 1.1.5.