

11/7/03

11-13-2003

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

1. Name of conveying party(ies):
Artemis International Solutions Corporation

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

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

2. Name and address of receiving party(ies)
Name: Software Productivity Research, LLC
Internal
Address: _____

Street Address: 178 Littlefield Lane
City: Marlborough State: MA Zip: 01752

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

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

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

Execution Date: 10/31/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,151,413

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Honigman Miller Schwartz and Cohn LLP
Internal Address: Gayle Aiken

Street Address: 2290 First National Building

City: Detroit State: MI Zip: 48226

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Gayle Aiken
Name of Person Signing

Gayle Aiken
Signature

11/7/03
Date

Total number of pages including cover sheet, attachments, and document: 6

2003 NOV - 7 AM 8:24
OPR/FINANCE

11/12/2003 ECOOPER 00000142 2151413
01 FC:8521 40.00 OP

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

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 31st day of October, 2003 ("Effective Date") by and between Artemis International Solutions Corporation, a Delaware corporation and successor in interest to Software Productivity Research, Inc., a Massachusetts corporation, with its principal office at 4041 MacArthur Blvd., Suite 260, Newport Beach, CA 92660 ("Assignor"), and Software Productivity Research, LLC, a Delaware limited liability company, with its principal office at 178 Littlefield Lane, Marlborough, MA 01752 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 31, 2003 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto and the unregistered trademarks set forth on Exhibit B attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof.

In addition, Seller hereby sells, assigns, transfers and sets over to Assignee, any renewals and extensions of the registrations of the Marks and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the Assignee and owner of the Marks.

Assignor represents to the best of its knowledge that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights

assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Except where the Agreement specifies otherwise, Assignee shall pay for all of Assignor's expenses incurred in connection with providing such cooperation and assistance.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SOFTWARE PRODUCTIVITY RESEARCH, LLC

ARTEMIS INTERNATIONAL SOLUTIONS CORPORATION
(successor in interest to Software Productivity Research, Inc.)

By: *Douglas A. Brindley*
Name: Douglas A. Brindley
Title: President and CEO

By: *[Signature]*
Name: *Robert S. Stefanorek*
Title: *CEO*

CTS 10/5/03

STATE OF Michigan)
) SS.
COUNTY OF Wayne)

On this 31st day of October, 2003 there appeared before me Douglas A. Brindley personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Software Productivity Research, LLC.

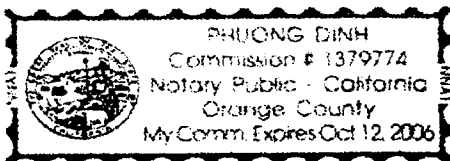
Bonnie L. Schneider
Notary Public, Wayne County, Michigan
My Commission Expires: Dec. 30, 2003

Bonnie L. Schneider
Notary Public

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this 31st day of October, 2003 there appeared before me *Robert Stefanorek* personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Artemis International Solutions Corporation.

[Signature]
Notary Public



Schedule A to Trademark Assignment

US Trademark Registrations

| <u>TRADEMARK</u> | <u>APPL. SER. NO./REG. NO.</u> |
|-------------------------|---|
| SPR KNOWLEDGEPLAN | Serial Number 75/168818 Registered 2,151,413 |

Schedule B to Trademark Assignment

Unregistered Trademarks

Checkpoint

Effectivity

SPQR/20

EX-F-5