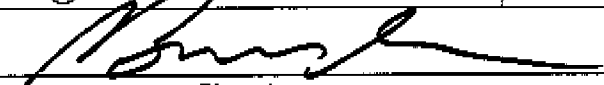


Form PTO-1594 (rev 06/04)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U. S. Department of Commerce Patent and Trademark Office
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:		
1. Name of conveying party(ies)/Execution Date(s): Centor Software Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other Citizenship <u>California</u> Execution Date(s) <u>November 12, 2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>MatrixOne, Inc.</u> Internal Address: <u>210 Littleton Road</u> Street Address: _____ City: <u>Westford</u> State: <u>Massachusetts</u> Country: <u>USA</u> Zip: <u>01886</u> <input type="checkbox"/> Association - Citizenship _____ <input type="checkbox"/> General Partnership - Citizenship _____ <input type="checkbox"/> Limited Partnership - Citizenship _____ <input checked="" type="checkbox"/> Corporation - Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Corporation - Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</small>	
4. Application number(s) or registration number(s):		
A. Trademark Application No(s). 76396763 76103358 76103359 76322778 76396342	B. Trademark Registration No(s). 2879823 2801073 2795738 2795739 2770108 2780750 2787602 2638155	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Bruce Goldner, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2972 Fax: (917) 777-2972 bgoldner@skadden.com	6. Total number of applications and registrations involved: <u>13</u>	
	7. Total fee (37 CFR 1.21(h) and 3.41) \$ 340 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. <u>082020/3</u>)	
	8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Faith C. Robinson</u>	
9. Signature.  _____ Signature Bruce Goldner, Esq. Name of Person Signing	_____ Date November 16, 2004	Total number of pages including cover sheet, and documents: <u>4</u>

CHI \$340.00 192385 76396763

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated November 12, 2004 (this "Assignment"), is delivered by between Centor Software Corporation ("Assignor") to MatrixOne, Inc. ("Assignee").

WHEREAS, Assignor, Assignee and Assignor's lenders have entered into that certain Asset Purchase Agreement dated as of the date of this Assignment (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement and by this Assignment, Seller is selling, assigning, transferring, conveying and delivering to Assignee Assignor's entire right, title and interest in and to all Trademarks included in the Business IP, including, but not limited to, those Trademarks set forth on Schedule A hereto, and all goodwill associated with the foregoing (collectively, the "Assigned Marks").

NOW, THEREFORE, for and in consideration of the premises herein and in the Purchase Agreement and the respective representations, covenants and agreements in the Purchase Agreement, Assignor hereby transfers, assigns, conveys, delivers and sets over to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to (i) the Assigned Marks, (ii) the goodwill of the business symbolized by the Assigned Marks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks and (iv) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present, and future infringement, dilution or misappropriation of the rights in the Assigned Marks, as well as all rights corresponding thereto throughout the world. Assignor shall reasonably cooperate with Assignee in executing all additional documents required to secure to Assignee the rights hereby transferred

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Assignment of any rights or obligations under this Assignment shall be in accordance with the Purchase Agreement.

This Assignment will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws rules thereof.

All capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Purchase Agreement. In the event of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in their respective names by their proper and duly authorized corporate officers as of the day and year first written above.

CENTOR SOFTWARE CORPORATION

By: 

Name: Mike A. Marquand

Title: Vice President & Secretary

ACCEPTED:

MATRIXONE, INC.

By: _____

Name:

Title:

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated November 12, 2004 (this "Assignment"), is delivered by between Centor Software Corporation ("Assignor") to MatrixOne, Inc. ("Assignee").

WHEREAS, Assignor, Assignee and Assignor's lenders have entered into that certain Asset Purchase Agreement dated as of the date of this Assignment (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement and by this Assignment, Seller is selling, assigning, transferring, conveying and delivering to Assignee Assignor's entire right, title and interest in and to all Trademarks included in the Business IP, including, but not limited to, those Trademarks set forth on Schedule A hereto, and all goodwill associated with the foregoing (collectively, the "Assigned Marks").

NOW, THEREFORE, for and in consideration of the premises herein and in the Purchase Agreement and the respective representations, covenants and agreements in the Purchase Agreement, Assignor hereby transfers, assigns, conveys, delivers and sets over to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to (i) the Assigned Marks, (ii) the goodwill of the business symbolized by the Assigned Marks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks and (iv) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present, and future infringement, dilution or misappropriation of the rights in the Assigned Marks, as well as all rights corresponding thereto throughout the world. Assignor shall reasonably cooperate with Assignee in executing all additional documents required to secure to Assignee the rights hereby transferred

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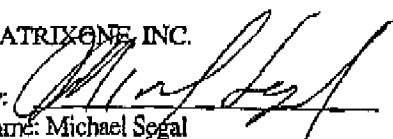
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in their respective names by their proper and duly authorized corporate officers as of the day and year first written above.

CENTOR SOFTWARE CORPORATION

By: _____
Name:
Title:

ACCEPTED:

MATRIXONE INC.

By: 
Name: Michael Segal
Title: Sr. Vice President, Customer Success

SCHEDULE A
TRADEMARKS

Centor and design	Reg. No. 2,879,823
Compliance X-Sight	Reg. No. 2,801,073
X-Sight Foundation	Reg. No. 2,795,738
Issues X-Sight	Reg. No. 2,795,739
Materials X-Sight	Reg. No. 2,770,108
Compliance Connect	Reg. No. 2,780,750
X-Sight Server	Reg. No. 2,787,602
Customer X-Sight	App. No. 76/396,763
Centor (word mark)	Reg. No. 2,638,155
Interaction Store	App. No. 76/103,358
Interaction Server	App. No. 76/103,359
Correlation Server	App. No. 76/322,778
Supplier X-Sight	App. No. 76/396,342