

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12-16-1998



100925999

To the Honorable Commissioner of Patents and Trademarks. Please record the attach

MPO 12-9-98

1. Name of conveying party(ies):
IDS Partners
 Individual(s) Association
 General Partnership Limited Partnership
 Corporate - State: California
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 4, 1998

2. Name and address:
Name: SDG Decision Systems
Internal Address: _____
Street Address: 2440 Sand Hill Road,

City: Menlo Park
State: California Zip: 94025
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporate - State: California
 Other _____
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): 5
A. Trademark Application Nos.:

B. Trademark Registration No.(s)
1,891,632
1,690,725
1,850,253
1,852,957
1,978,665

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Allyn Taylor Esq.
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, CA 94301-1823

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907. Please debit any underpayment or credit any overpayment to the above deposit account.
GRAY CARY WARE & FREIDENRICH
(Attach duplicate of this page if paying by deposit account)

12/15/1998 DNGUYEN 00000002 071907 1891632
01 FC:481 40.00 CH
02 FC:482 100.00 CH

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

Allyn Taylor, Esq.
Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [1]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into effective the 4th day of December, 1998, by and between IDS Partners, a California limited partnership ("Transferor") and SDG Decision Systems, a California corporation ("Transferee").

RECITALS

A. Transferor is the owner of certain trademarks, copyrights and other intellectual property (collectively, the "Intellectual Property") and has been granted the right to use certain intellectual property owned by others (the "Intellectual Property Rights").

B. Transferor desires to sell, transfer and assign the Intellectual Property and Intellectual Property Rights to Transferee.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, conditions and agreements hereinafter set forth, the parties agree as follows:

1. Trademarks. Transferor hereby sells and assigns to Transferee all of its right, title and interest in and to the following trademarks together with the goodwill of the business symbolized by said trademarks and any and all registrations issued for such trademarks:

<u>Trademarks</u>	<u>Registration Nos.</u>	<u>Date of Application</u>
R & D PROJECT ANALYST	1,891,632	November 16, 1989
D A WORKBENCH	1,690,725	November 16, 1989
DECISION ADVISOR	1,850,253	December 18, 1992
R & D DECISION ADVISOR	1,852,957	December 17, 1992
R & D PORTFOLIO ANALYST	1,978,665	August 5, 1993

2. License to Use Intellectual Property Rights. Pursuant to that certain Asset Transfer, License and Assignment Agreement (the "Asset Transfer Agreement") dated February 20, 1997, between Transferor and Entelos, Inc. ("Entelos"), Entelos granted Transferor a license to use and sublicense certain Intellectual Property Rights. Transferor hereby sells, transfers and assigns all of such Intellectual Property Rights set forth in the Asset Transfer Agreement, to Transferee.

3. Intellectual Property Subject to a License. Pursuant to the Asset Transfer Agreement, Transferor granted to Entelos a license to use certain Intellectual Property owned by Transferor. Transferor hereby sells, transfers and assigns all of its right, title and interest in such Intellectual Property (subject to the license granted to Entelos), to Transferee.

4. Transfer of all Other Intellectual Property and Intellectual Property Rights. In addition to the transfers set forth above, Transferor hereby sells, transfers and assigns all other Intellectual Property it owns and all other Intellectual Property Rights it may have, to Transferee.

5. No Warranty. Transferor hereby explicitly represents, and Transferee hereby acknowledges, that Transferor makes no warranty with respect to ownership of the Intellectual Property and the Intellectual Property Rights and all of such property is being transferred "as is."

6. Purchase Price. In exchange for transfer of the Intellectual Property and the Intellectual Property Rights described herein, Transferee shall pay to Transferor, the sum of Four Thousand Dollars (\$4,000), receipt of which is hereby acknowledge by Transferor.

7. Counterparts. This assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitutes one instrument.

8. Further Cooperation. Each of the parties hereto agrees to execute such further documents and to do such further acts as may be necessary or proper in order to effectuate the intentions and undertakings of the parties expressed in this Agreement.

9. Entire Agreement; Amendment. This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements either written or oral. All amendments to this Agreement shall be in writing and must be approved unanimously by all parties.

10. Governing Law; Severability. This Agreement shall be governed by, and construed under, the laws of the State of California as they are applied to contracts between California residents to be carried out entirely within California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

This Agreement shall be effective as of the 4th day of December 1998.

TRANSFEROR

IDS PARTNERS, a California limited
partnership

By: SDG Intelligent Decision Systems, a
California corporation, its general partner

By: James E Matheson
James E. Matheson, President

TRANSFeree

SDG DECISION SYSTEMS, a California
corporation

By: James E Matheson
James E. Matheson, President

Gray Cary Ware ▲ Freidenrich LLP

400 Hamilton Avenue, Palo Alto, CA 94301-1825
Phone 650-328-6561 Fax 650-327-3699 www.gcwf.com

Allyn Taylor

Writer's Direct Dial: 650-833-2170
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Our File No:
1190501-901308/12/18/19/31

December 9, 1998

VIA EXPRESS MAIL

Box ASSIGNMENT
Assistant Commissioner
for Trademarks
Washington, DC 20231
Attn: Assignment Division

Attn: Recordations

Re: Recordal of Assignment

Dear Sir:

Enclosed is a true copy of the Intellectual Property Transfer Agreement whereby IDS Partners, a California limited partnership ("Transferor"), assigns to SDG Decision Systems, a California corporation ("Transferee"), the interest of the "Trademarks" listed below.

Please record this Intellectual Property Transfer Agreement against the following records in the U.S. Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Application Date</u>
R & D PROJECT ANALYST	1,891,632	November 16, 1989
D A WORKBENCH	1,690,725	November 16, 1989
DECISION ADVISOR	1,850,253	December 18, 1992
R & D DECISION ADVISOR	1,852,957	December 17, 1992
R & D PORTFOLIO ANALYST	1,978,665	August 5, 1993

Please debit my firm's Deposit Account, No. 07-1907, in the amount of **\$140** for of the recordation of the Intellectual Property Transfer Agreement documentation as indicated on the enclosed Trademark and Patent Recordation Cover Sheet. Additionally, the Commissioner is authorized to charge any additional fees to Deposit Account No. 07-1907.

SILICON VALLEY

SAN DIEGO

SAN FRANCISCO

AUSTIN

LA JOLLA

IMPERIAL VALLEY

MEXICO

TRADEMARK
REEL: 1826 FRAME: 0601

GRAY CARY WARE & FREIDENRICH LLP

December 9, 1998

Page Two

Also enclosed is a stamped, pre-addressed postcard. Please acknowledge receipt of these documents by file-stamping the postcard with the date of receipt of these documents and returning the postcard to the undersigned.

Please return the recorded documents to the undersigned at our Palo Alto office. If you require further information, please telephone the undersigned attorney at (650) 833-2170.

Very truly yours,

GRAY CARY WARE & FREIDENRICH LLP



Allyn Taylor

Enclosures

cc: Karl W. Hamel (w/o enclosures)

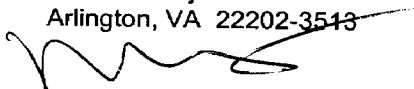
CERTIFICATE OF EXPRESS MAILING

I do hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail on Dec 9, 98 in an envelope numbered

EH813712324US

addressed to:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513



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1190501-901300

RECORDED: 12/09/1998

**TRADEMARK
REEL: 1826 FRAME: 0602**