

FORM PTO-1594
(Rev. 10/02)
OMB No. 0651-0027
(exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Document ID No.: 102639001

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

1. Name of conveying party(ies):

CORNING INTELLISENSE LLC

- Individual(s)
- General Partnership
- Corporation
- Other: Limited Liability Company
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: INTELLISENSE SOFTWARE CORPORATION

Street Address: 50 Fieldstone Drive

City: Stoncham State: MA ZIP: 02180

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 9, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,574,914; 1,950,757; 2,253,186; 2,295,171

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: E. Page Wilkins

Internal Address: Choate, Hall & Stewart

Street Address: Exchange Place
53 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)\$115.00

- Enclosed
- Authorized to be charged to deposit account (if underpayment)

8. Deposit account number: 03-1721

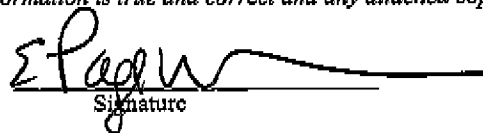
(Attach duplicate copy of this page if paying by deposit account)

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.

E. Page Wilkins
Name of person signing


Signature

July 23, 2004
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 9th day of December, 2003 ("Effective Date"), by and between CORNING INTELLISENSE LLC, a Delaware limited liability company with its principal place of business at 36 Jonspin Road, Wilmington, Massachusetts ("Assignor"), and INTELLISENSE SOFTWARE CORPORATION, a Delaware corporation, with its principal place of business at 50 Fieldstone Drive, Stoneham, Massachusetts ("Assignee").

A. Assignor is the owner of the entire right, title and interest in and to the trademarks registrations on Schedule 1 (the "Marks") and the good will related thereto;

B. Pursuant to the parties' Asset Purchase and Sale Agreement dated as of December 9th, 2003 (the "Purchase Agreement"), Assignee wishes to acquire, and Assignor has agreed to assign, Assignor's entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used. Capitalized terms used as defined terms herein and not otherwise defined shall have the same meaning ascribed to such terms in the Purchase Agreement.

C. Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, 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 the Assignor if this assignment and sale had not been made.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks are free and clear of any Liens, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (b) in the prosecution or defense of any cancellation or opposition proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Agreement; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective this 9th day of December, 2003.

CORNING INTELLISENSE LLC, Assignor:

By *David P. Hill*

Name: David P. Hill

Title: President

INTELLISENSE SOFTWARE CORPORATION, Assignee

By *Yie He*

Name: Yie He

Title: President

COMMONWEALTH OF MASSACHUSETTS Date: December 9, 2003

COUNTY OF MIDDLESEX, ss.

Then personally appeared David P. Hill, who acknowledged that he is the President of CORNING INTELLISENSE LLC and that he executed the foregoing Assignment on behalf of CORNING INTELLISENSE LLC, as his free act and deed, before me.

Dean [Signature]
NOTARY PUBLIC

My Commission Expires: April 2007

Schedule 1

Marks

Mark	Serial No.	Registration No.	Date of Registration
INTELLISUITE®	75661573	2574914	June 4, 2002
MEMaterial®	74601066	1950757	January 23, 1996
AnisE®	75438833	2253186	June 15, 1999
IntelliNews®	75434986	2295171	November 30, 1999
IntelliMask™			
Total MEMS Solutions™			
CAD for MEMS™			

01-06-2004



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Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: INTELLISENSE SOFTWARE CORPORATION Internal Address: 50 Fieldstone Drive Street Address: City: Stoneham State: MA Zip: 02180
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other
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Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Deborah B. Uluer Internal Address: Choate, Hall & Stewart Street Address: 53 State Street City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41) \$ 115.00 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. Deborah B. Uluer Signature Date 12/24/03

01/05/2004 DBYRNE 00000184 2574914 40.00 MP 75.00 OP

Total number of pages including cover sheet, attachments, and document: 5
documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231