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12-06-2001

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Collego Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 8/22/2001

2. Name and address of receiving party(ies)

Name: MRO Software, Inc.

Internal

Address:

Street Address: 100 Crosby Drive

City: Bedford State: MA Zip: 01730

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Massachusetts
- Other

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

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

A. Trademark Application No.(s)

76/081639

76/131086

B. Trademark Registration No.(s) N/A

Additional number(s) attached Yes No

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

Name: Craig Newfield, V.P. & General Counsel

Internal Address:

MRO Software, Inc.

Street Address: 100 Crosby Drive

City: Bedford State: MA Zip: 01730

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Howard G. Zaharoff

Name of Person Signing

Howard G. Zaharoff
Signature

10/31/01

Date

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

12/05/2001 LNUELLER 00000199 76081639

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

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002403 FRAME: 0844

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of the 22nd day of August, 2001, among MRO Software, Inc., a Massachusetts corporation ("MRO Software"), and Collego Corporation, a Delaware corporation (the "Seller").

RECITALS

WHEREAS Seller and MRO Software are parties to a certain Asset Purchase Agreement dated August 22, 2001 (the "Purchase Agreement") relating to the purchase and sale of certain assets used in connection with Seller's development and support of certain Atomic Catalog™ software programs (as defined in the Purchase Agreement, the "Products"); and

WHEREAS in furtherance of the purpose of the Purchase Agreement, Seller and MRO Software desire that all trademarks of Seller be assigned by Seller to MRO Software in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings hereinafter set forth, Seller and MRO Software hereby agree as follows:

1. DEFINITIONS

Terms in this Agreement which are capitalized have the meanings set forth below or defined elsewhere in this Agreement or, if not defined herein, shall have the meanings set forth in the Purchase Agreement. All references to Sections or Exhibits in this Agreement, unless expressly herein stated otherwise, are to Sections of and Exhibits attached to this Agreement.

2. ASSIGNMENT OF TRADEMARKS

2.1 Assignment. Seller hereby grants, transfers, assigns, conveys and relinquishes exclusively to MRO Software, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights throughout the world in and to the registered trademarks listed on Exhibit 1-A attached hereto, the unregistered trademarks listed on Exhibit 1-B attached hereto, the domain names listed on Exhibit 1-C hereto, and all other unregistered or common law trademarks, service marks, trade names, domain names and logos (collectively the "Marks") used by Seller in connection with the Products (as defined in the Purchase Agreement) together with the good will of the business symbolized by said Marks and registrations thereof, including, but not limited to, the following:

- (a) the right to sue and recover for any past infringements of the Marks;
- (b) the right to secure registrations therein in MRO Software's own name and to secure renewals and extensions of registrations and applications for registrations in the United States or America or any other country; and

(c) the right to determine, in MRO Software's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered, or cancelled or abandoned.

2.2 Further Conveyance Assurances. Seller agrees, upon request by MRO Software, to execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to confirm, effect, perfect or evidence more fully the transfer of rights conveyed herein. Without limiting the foregoing Seller agrees:

(a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Marks reasonably requested by MRO Software;

(b) to provide reasonable assistance to MRO Software should MRO Software seek to enforce its rights in the Marks conveyed in this agreement against third parties; and

(c) to provide testimony in connection with any proceeding affecting the right, title or interest of MRO Software in the Marks as conveyed herein.

3. DELIVERY.

Seller shall deliver to MRO Software complete files regarding the Marks, including, but not limited to, all search reports and legal opinions concerning, and all registrations and applications for registrations of, the Marks, at the Closing of the Purchase Agreement or as soon thereafter as is practicable.

4. REPRESENTATIONS AND WARRANTIES

SELLER MAKES THE REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE MARKS AS SET FORTH IN THE PURCHASE AGREEMENT.

5. GENERAL PROVISIONS

5.1 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

5.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the transactions contemplated hereby are not affected in any manner materially adverse to either

Party. Upon such determination that any term or other provisions is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.4 Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof.

5.5 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

5.6 Counterparts. This Agreement shall become effective upon execution by both Parties. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be an original but all of which when taken shall constitute one and the same agreement.

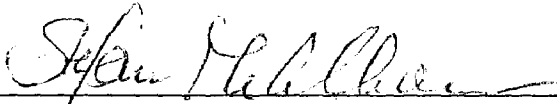
5.7 Discrepancy. In the event of any discrepancy between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

5.8 Further Assurances. Promptly after the Closing, Seller shall discontinue all use of the Marks and all publications, marketing materials or communications using any of the Marks.

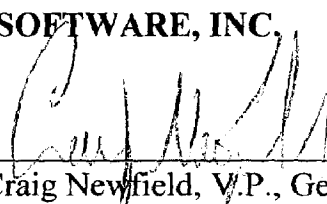
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IN WITNESS WHEREOF, MRO Software, Inc. and Collego Corporation have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COLLEGO CORPORATION

By: 
Stefan Mehlhorn, President


MRO SOFTWARE, INC.

By: 
Craig Newfield, V.P., General Counsel & Clerk

ACKNOWLEDGEMENT

State of Massachusetts
County of Middlesex, ss

On this 22nd day of August, 2001, before me personally appeared Stefan Mehlhorn, who acknowledged himself to be the President of Collego Corporation, a Delaware corporation, and acknowledged the foregoing to be his free act and deed on behalf of said corporation, before me.


NOTARY PUBLIC
My Commission Expires 9/11/03

**Exhibit 1-A
Registered Marks**

<u>Mark</u>	<u>Class</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
ATOMIC CATALOG	9	USA	76/081639	6/30/00	Allowed
COLLEGO	9	USA	76/131086	9/19/00	Published
COLLEGO	38 & 39	USA	76/039762	5/3/00	Pet to Rev
STANDARD EQUIPMENT FOR E-BUSINESS	9	USA	76/131084	9/19/00	Pet to Rev
STANDARD EQUIPMENT FOR E-BUSINESS	39	USA	76/131085	9/19/00	Pet to Rev

**Exhibit 1-B
Unregistered Marks**

Seller also utilizes certain logos, as contained in the marketing, packaging and other materials being conveyed to MRO Software, including without limitation the following:

"FAST. FLEXIBLE. eCATALOGS."

**Exhibit 1-C
Domain Names**

Seller utilizes the following domain names as addresses on the World Wide Web of the Internet for materials that refer to the Products, right and ownership to which are being conveyed to MRO Software hereunder:

<u>Name</u>	<u>Expiration Date</u>	<u>Registrar</u>
collego.com	12-Apr-2002	Network Solutions, Inc.
collego.net	12-Apr-2002	Network Solutions, Inc.
collego.org	12-Apr-2002	Network Solutions, Inc.
atomiccatalog.com	05-Jun-2005	Dotster, Inc.
atomiccatalog.net	05-Jun-2005	Dotster, Inc.
atomiccatalog.org	05-Jun-2005	Dotster, Inc.
productinfo.org	17-Nov-2001	Network Solutions, Inc.
productinfo.com	22-Jan-2002	Network Solutions, Inc.