

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nucleus Corporation		08/30/2000	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Caminus Corporation
Street Address:	825 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2307828	ENTEGRATE

CORRESPONDENCE DATA	
Fax Number:	(215)655-2617
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215.994.2617
Email:	jay.johnston@dechert.com
Correspondent Name:	Dechert LLP
Address Line 1:	1717 Arch Street
Address Line 2:	4000 Bell Atlantic Tower
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2793

ATTORNEY DOCKET NUMBER:	338742
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NAME OF SUBMITTER:	James J. Johnston
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Total Attachments: 6
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BILL OF SALE AND INSTRUMENT OF ASSIGNMENT

THIS BILL OF SALE AND INSTRUMENT OF ASSIGNMENT (the "Instrument") is dated as of August 30, 2000 by Nucleus Corporation, a Texas corporation, and Nucleus Energy Consulting Corporation, a Texas corporation (collectively "Seller"), with reference to the following facts:

A. Pursuant to that certain Asset Purchase Agreement, dated as of August 30, 2000 (the "Purchase Agreement"), by and among Caminus Corporation, a Delaware corporation (the "Purchaser"), Seller, and the holders of capital stock of the Seller, David C. Meyers and John H. Gerold, (collectively, the "Shareholders" and individually, a "Shareholder"), Purchaser has agreed, subject to the terms and conditions therein, to purchase the Assets in exchange for the consideration set forth in the Purchase Agreement (including the assumption of the Assumed Liabilities). All capitalized terms not otherwise defined herein have the meanings set forth in the Purchase Agreement.

B. This Instrument is intended to effect the transfer of the Assets from Seller to Purchaser, pursuant to the terms and conditions hereinafter provided.

1. Conveyance.

1.1 Assets to Be Acquired.

In consideration of Purchaser's payment of the consideration set forth in the Purchase Agreement (including the assumption of the Assumed Liabilities), the receipt and sufficiency of which are hereby acknowledged by Seller, Seller hereby sells, assigns and transfers to Purchaser, and Purchaser purchases and acquires from Seller the following properties and assets of Seller (the "Assets"):

(a) Subject to Section 1.3 of the Purchase Agreement, the leasehold interest described on Schedule 1.1(a) to the Purchase Agreement together with all rights and privileges under such leasehold and all leasehold improvements or fixtures owned by the Seller located on the real property subject to such lease;

(b) all equipment, all computers, all furniture and fixtures, all office equipment and all office or administrative supplies;

(c) all cars, trucks and other motor vehicles, including those listed or described on Schedule 1.1(c) to the Purchase Agreement;

(d) subject to Section 1.3 of the Purchase Agreement, all rights and incidents of interest of Seller in and to those Contracts identified on Schedule 3.11(a) to the Purchase Agreement (other than those identified on such Schedule 3.11(a) as not being assumed);

(e) all licenses, permits, approvals, qualifications, or the like, issued or to be issued by any Governmental Authority, including, without limitation, those listed or

described on Schedule 1.1(e) to the Purchase Agreement (collectively, the "Authorizations") such as are transferable;

- (f) all accounts receivable not collected prior to the Closing Date;
- (g) all credits, prepaid expenses, deferred charges, advance payments, security and other deposits and prepaid items;
- (h) all of the following, referred to as "Proprietary Rights": (1) all worldwide patents, patent applications, and patent disclosures together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, material confidential business information, whether patentable or unpatentable and whether or not reduced to practice (collectively, "Patent Rights"); (2) all trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, trade names, trade dress, logos and corporate names, all such existing worldwide, together with all renewals, translations, adoptions, derivatives and combinations thereof and including all goodwill associated therewith (collectively, "Trademark Rights"); (3) all copyrights and copyright registrations and applications therefor throughout the world, and any other unregistered copyrights (collectively "Copyrights"); (4) all designs, drawings, specification sheets, schematics, test data, technical literature, manufacturing and process information, know-how, trade secrets, computer software, in process research efforts and technical data; and (5) to the extent not listed in the foregoing, any other material proprietary rights used or held by Seller whether or not currently used thereby and all contracts and arrangements for licensing the same to or from third parties;
- (i) all customer lists, manuals, books, files, records, engineering data, procedures, systems, computer programs, models, algorithms, ratios, instructions, patterns, drawings, blueprints, plans, designs specifications, equipment lists, parts lists, descriptions, data, art work, advertising material and dealer and distributor lists;
- (j) all goodwill as a going concern of the business of Seller;
- (k) all rights to causes of action, lawsuits, judgments, claims and demands being pursued or prosecuted by Seller which are listed or described on Schedule 1.1(k) to the Purchase Agreement; and
- (l) all other properties, assets, rights and interests of every kind and description, wherever located, of Seller.

1.2 Excluded Assets.

Notwithstanding anything contained in Section 1.1 to the contrary, Seller shall not sell, assign or transfer to Purchaser, and Purchaser shall neither purchase nor acquire from Seller, any of the following (collectively, the "Excluded Assets"):

- (a) except for petty cash, any cash and cash equivalents of Seller,
- (b) any amounts owed to Seller by employees or consultants of Seller;

(c) all rights of Seller under, and all funds and property held in trust pursuant to, any pension plan or other employee benefit plan applicable to Seller's employees;

(d) all minute books and stock transfer records and all of Seller's rights under the Purchase Agreement and the Related Agreements;

(e) all rights to any amounts owed by or advanced by one Seller to another; and

(f) any rights pursuant to any Contracts that are not assumed by Purchaser.

2. Miscellaneous

2.1 Headings.

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

2.2 Severability.

If any term or other provision of this Instrument is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Instrument shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Instrument 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.

2.3 Assignment; Parties in Interest.

This Instrument shall bind to and inure to the benefit of the parties hereto and their respective permitted successors and assigns, but except as noted in the next sentence, shall not be assignable by any party hereto without the prior written consent of the other parties. The Purchaser may assign its rights to an affiliate of the Purchaser or to any successor or surviving company in connection with a merger, asset sale or other combination or reorganization, but no such assignment shall result in Purchaser being released from its obligations hereunder.

2.4 Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Instrument are cumulative to, and not exclusive of, any rights or remedies otherwise available.

2.5 Governing Law.

This Instrument shall be governed by and construed in accordance with the laws of the State of New York without regard to rules respecting conflicts of law.

2.6 Counterparts.

This Instrument may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Instrument.

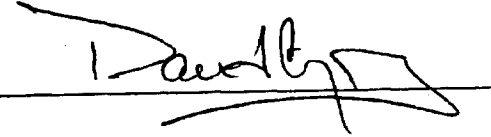
[SIGNATURE PAGE TO BILL OF SALE AND INSTRUMENT OF
ASSIGNMENT]

IN WITNESS WHEREOF, this Instrument has been duly executed by Seller as of
the date first above written.

SELLER

NUCLEUS CORPORATION

By



Name:

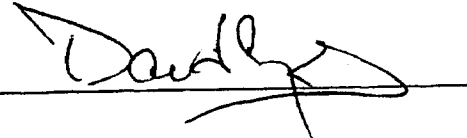
DAVID C MEYERS

Title:

PRESIDENT

NUCLEUS ENERGY CONSULTING
CORPORATION

By



Name:

DAVID C MEYERS

Title:

PRESIDENT

Schedule 3.15

Proprietary Rights – Patent Rights; Trademark Rights; Copyrights (as defined in section 1.1(h))

Patent Rights

None

Trademark Rights

Reg. No. 2,307,828
Registered January 11, 2000

TRADEMARK: ENTEGRATE

FOR: COMPUTER SOFTWARE FOR ENERGY COMMODITY TRADING
COMPROMISING OF THE FUNCTIONS OR TASKS OF MANAGING
CREDIT RISK AND ANALYZING FINANCIAL RISK, IN CLASS 9 (U.S.
CLS. 21,23,26,36 AND 38).

FIRST USE: 9-15-1999, IN COMMERCE 9-15-1999
SN 75-389,779, FILED 11-13-1997

REGISTRATION REMAINS IN FORCE FOR TEN (10) YEARS.

Copyrights (as defined in section 1.1(h))

All right, title and interest in the software developed, sold and supported by Seller for participants in competitive energy markets that is being conveyed hereby, including, without limitation, those parts of the software constituting the following modules: COM, KON, PTS, GTS, CTS, ETS, OTS, GRS, PRS, WTS, DTS, RMS, FOS, AAS, BAS, TCS, & ARP.