

07-14-1998

Mail 7/14/98

FORM PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100730494

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

1. Name of conveying party(ies):
Seagate Technology, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Delaware
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Seagate Software, Inc.
Internal Address: _____
Street Address: 920 Disc Drive
Building 2
City: Scotts Valley
State: CA Zip: 95066

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 9, 1998

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - State Delaware
 Other _____
If assignee is not domiciled in the U.S., a domestic representative designation is attached: Yes No
(Designation 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)
75/284,153 -- SEAGATE
75/284,183 -- SEAGATE SOFTWARE

B. Trademark Registration No. (s)
2,024,196 -- SEAGATE SOFTWARE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Laura L. Kulhanian, Esq.
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP
Street Address: FOUR EMBARCADERO CENTER
SUITE 3400
City: SAN FRANCISCO
State: CA Zip: 94111-4187

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):\$ 120.00
 Enclosed
 Authorized to be charged to deposit account *chg 210*

8. Deposit account number: 06-1300
Please debit any underpayment or credit any overpayment to the above deposit account.
Our Order No. TA-36359-51/RBC/LLK
(Attach duplicate 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.

Laura L. Kulhanian, Esq. *Laura Kulhanian* July 13, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [10]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

File No. TA-36359-51/RBC/LLK

RECEIVED
ASSIGNED
98 JUL 14 10 00 AM '98
TRADEMARK
REEL: 1729 FRAME: 0561
Rev. 8/93

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS SEAGATE TECHNOLOGY, INC., a Delaware corporation (hereinafter referred to as "ASSIGNOR"), has adopted, used in its business and is the owner of the entire worldwide right, title and interest in and to the trademarks set forth in the attached Exhibit A for the goods set forth in the federal trademark registration and applications identified in Exhibit A ("said Marks"), the goodwill appurtenant to said Marks, and the United States Trademark Registration and Applications for said Marks;

WHEREAS SEAGATE SOFTWARE, INC., a Delaware corporation, (hereinafter referred to as "ASSIGNEE"), is a subsidiary of ASSIGNOR in which ASSIGNOR owns a majority of the voting stock of ASSIGNEE and thereby controls the nature and quality of the goods and services sold by ASSIGNEE;

WHEREAS ASSIGNEE is desirous of acquiring ASSIGNOR's entire right, title and interest in and to said Marks, the appurtenant goodwill, the federal trademark registration and applications for said Marks and the rights at common law in and to said Marks;

WHEREAS ASSIGNOR has trademark registrations and has filed trademark applications, identified in the attached Exhibit A, in the United States Patent and Trademark Office, and ASSIGNOR has caused ASSIGNEE to file certain trademark applications for the Marks in foreign countries in the name of ASSIGNEE;

WHEREAS ASSIGNOR now desires to assign the legal title in and to the Marks and trademark registrations and applications in the United States and other countries to ASSIGNEE, subject to a right of reversion to ASSIGNOR if there is a "Change of Control of ASSIGNEE" so that use of the Marks by ASSIGNEE will continue to inure to the benefit of ASSIGNOR, notwithstanding the holding of legal title in and to the Marks throughout the world by ASSIGNEE;

WHEREAS, as used herein, the expression "Change of Control of ASSIGNEE" shall mean that 1) ASSIGNOR no longer has elected more than 50% of the members of the Board of Directors of ASSIGNEE, or an equivalent governing body of ASSIGNEE; or 2) ASSIGNOR no longer owns more than 50% of the outstanding shares of stock entitled to vote for the Board of Directors of ASSIGNEE or the equivalent governing body of ASSIGNEE;

WHEREAS, as used herein the expression "NOTICE" shall mean ASSIGNOR, in its sole discretion, gives written notice to ASSIGNEE that ASSIGNOR elects to have said Marks assigned back to ASSIGNOR under ASSIGNOR's right of reversion;

WHEREAS, ASSIGNOR may elect not to exercise its right to reversion if ASSIGNOR believes that it has control in fact, of the Board of Directors of ASSIGNEE, or an equivalent governing body of ASSIGNEE;

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ASSIGNMENT OF TRADEMARK RIGHTS

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NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Effective October 1, 1997, ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire worldwide right, title and interest in and to each of said Marks identified in Exhibit A, the goodwill of the business appurtenant to and connected with said Marks, the United States Trademark Registration and Applications for said Marks, and all rights at common law in said Marks; and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to apply for, register, renew, protect, defend and enforce any and all rights worldwide to the said Marks including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue; such assignment of rights in said Marks and all foreign trademark registrations obtained for said Marks, and all foreign trademark applications filed for said Marks being expressly subject to automatic reversion, reconveyance and reassignment from ASSIGNEE back to ASSIGNOR upon the occurrence for any reason of the following conditions subsequent, namely, a Change of Control of ASSIGNEE and ASSIGNEE receives NOTICE.

ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE. ASSIGNOR agrees further to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with enforcing and defending the rights transferred and particularly in connection with executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

While reconveyance of said rights shall be automatic and instantaneous in the event that a Change of Control of ASSIGNEE occurs and ASSIGNEE receives NOTICE, ASSIGNEE agrees to execute the Assignment of Trademark Rights attached hereto as Exhibit B reconveying such rights in the Marks to ASSIGNOR to enable recording in the United States Trademark Office and in trademark offices throughout the world. ASSIGNEE further agrees that, in the event that a Change of Control of ASSIGNEE occurs and ASSIGNEE receives NOTICE, ASSIGNEE shall assign, transfer and convey to ASSIGNOR ASSIGNEE's entire right, title and interest in and to any other mark or trade name of ASSIGNEE throughout the world that includes the word "SEAGATE", including the trade name SEAGATE SOFTWARE, INC., and the goodwill of the business appurtenant to and connected therewith. ASSIGNEE shall promptly cease using the mark and word "SEAGATE" as part of its trade name and any trademarks or

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ASSIGNMENT OF TRADEMARK RIGHTS

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service marks. Notwithstanding the foregoing, as to trademarks which formerly contained the word "SEAGATE" and which have not been used by ASSIGNOR, ASSIGNEE shall continue to own and have the exclusive right to use the remaining portion of the trademarks (i.e. the portion not containing the word "SEAGATE"). ASSIGNEE further agrees that, if ever a Change of Control of ASSIGNEE occurs and ASSIGNEE receives NOTICE, ASSIGNEE shall cooperate fully with ASSIGNOR in executing further assignments and perfecting the transfer of all rights to and the vesting of complete title in ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment and affixed its corporate seal by the hand of its duly authorized representative.

"ASSIGNOR" -- SEAGATE TECHNOLOGY, INC.

(Seal)

By: *[Signature]*

Date: 7/9/98

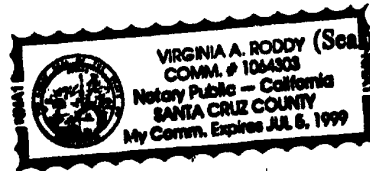
Its Executive Vice President & Chief Administrative Officer

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz) ss:

On 7/9/98, 1998, before me, the undersigned Notary Public, personally appeared DONALD L. WHITE, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *[Signature]*
Notary Public



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ASSIGNMENT OF TRADEMARK RIGHTS

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This Assignment is agreed to and accepted by ASSIGNEE this 9th day of July, 1998.

"ASSIGNEE" -- SEAGATE SOFTWARE, INC.

(Seal)

By: [Signature]
Vice President

Date: July 9th, 1998

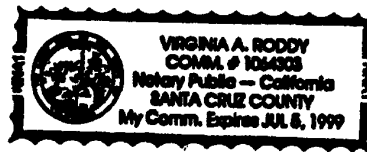
STATE OF CALIFORNIA)
COUNTY OF Santa Cruz) SS:

On 7/9, 1998, before me, the undersigned Notary Public, personally appeared [Signature] and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature [Signature]
Notary Public



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EXHIBIT A

U.S. Trademark Registrations

	<u>Registration No.</u>	<u>Reg. Date</u>	<u>Mark</u>	<u>Int'l. Classes</u>
1.	2,024,196	Dec. 17, 1996	SEAGATE SOFTWARE	9

Goods: Computer software for use in the field of database management.

U.S. Trademark Applications

	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>	<u>Int'l. Classes</u>
1.	75284,153	April 30, 1997	SEAGATE	9 & 16

Goods: Computer software for preserving and restoring information in a computer; computer software for data access and reporting; computer software for decision support; computer software for systems management; computer software for computer network management; computer software for computer network inventory; computer software for software distribution on a computer network; computer software for remote control of a computer network; computer software for management of computer network software licenses; computer software for monitoring a computer network; computer software for monitoring computer network problems; computer software for correlating events; computer software for data distribution on a computer network; computer software for on-line analytical processing; computer software for multidimensional on-line analytical processing; computer software for relational on-line analytical processing; computer software for generating reports and graphs; computer software for database access and report writing; computer software for analytical processing of data on a network; computer software for reporting system data; computer software for diagnosis and solving computer network problems; computer software for monitoring and alerting of computer server activity and problems; computer software for tracking and updating hardware and software configuration information; computer software for collecting and updating data on a network; computer software for inventorying computer network hardware and software; computer software for network inventorying; computer software for distributing software on a computer network and remote control of a computer network; computer software for monitoring and detecting a computer virus on a computer network; computer software for controlling computer software usage; computer software for scheduling batch applications; computer software for scheduling command executions; computer software for network backup and restoring; computer software for desktop computer backup and restoring; computer software for archiving; computer software for hierarchical storage management; computer software for monitoring network backup and restoring; computer software for network storage management; computer software for centralized management and control over data distributed on a network (Class 9); and computer software instructions manuals supplied as a unit therewith (Class 16).

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EXHIBIT A

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2. 75/284,183 April 30, 1997 SEAGATE SOFTWARE 9 & 16

Goods: Computer software for preserving and restoring information in a computer; computer software for data access and reporting; computer software for decision support; computer software for systems management; computer software for computer network management; computer software for computer network inventory; computer software for software distribution on a computer network; computer software for remote control of a computer network; computer software for management of computer network software licenses; computer software for monitoring a computer network; computer software for monitoring computer network problems; computer software for correlating events; computer software for data distribution on a computer network; computer software for on-line analytical processing; computer software for multidimensional on-line analytical processing; computer software for relational on-line analytical processing; computer software for generating reports and graphs; computer software for database access and report writing; computer software for analytical processing of data on a network; computer software for reporting system data; computer software for diagnosis and solving computer network problems; computer software for monitoring and alerting of computer server activity and problems; computer software for tracking and updating hardware and software configuration information; computer software for collecting and updating data on a network; computer software for inventorying computer network hardware and software; computer software for network inventorying; computer software for distributing software on a computer network and remote control of a computer network; computer software for monitoring and detecting a computer virus on a computer network; computer software for controlling computer software usage; computer software for scheduling batch applications; computer software for scheduling command executions; computer software for network backup and restoring; computer software for desktop computer backup and restoring; computer software for archiving; computer software for hierarchical storage management; computer software for monitoring network backup and restoring; computer software for network storage management; computer software for centralized management and control over data distributed on a network (Class 9); and computer software instructions manuals supplied as a unit therewith (Class 16).

TRADEMARK

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EXHIBIT B

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, SEAGATE SOFTWARE, INC., a Delaware corporation (hereinafter referred to as "ASSIGNOR"), has adopted, used in its business and is the owner of the entire right, title and interest in and to the trademarks set forth in the attached Exhibit A for the goods set forth in the trademark applications and/or registrations identified in Exhibit A ("said Marks") and the goodwill appurtenant to said Marks;

WHEREAS, SEAGATE TECHNOLOGY, INC., a Delaware corporation (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring ASSIGNOR's entire right, title and interest in and to said Marks, the appurtenant goodwill, the trademark applications and/or registrations for said Marks and the rights at common law in and to said Marks;

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire world-wide rights, title and interest in and to said Marks, the goodwill of the business appurtenant to and connected with said Marks, and all rights at common law in said Marks; and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to apply for, register, renew, protect, defend and enforce any and all rights to the said Marks including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE. ASSIGNOR agrees further to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with enforcing and defending the rights transferred and particularly in connection with executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

TRADEMARK

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ASSIGNMENT OF TRADEMARK RIGHTS

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IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment and affixed its corporate seal by the hand of its duly authorized representative.

"ASSIGNOR" -- SEAGATE SOFTWARE, INC.

(Seal)

By: _____

Date: _____

Its, _____

STATE OF CALIFORNIA)

) ss:

COUNTY OF _____)

On _____, 199__, before me, the undersigned Notary Public, personally appeared _____, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____
Notary Public

TRADEMARK

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ASSIGNMENT OF TRADEMARK RIGHTS

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This Assignment is agreed to and accepted by ASSIGNEE this ____ day of _____, 199__.

"ASSIGNEE" -- SEAGATE TECHNOLOGY, INC.

(Seal)

By: _____
Thomas F. Mulvaney,
Its Senior Vice President and General Counsel

Date: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 1998, before me, the undersigned Notary Public, personally appeared _____ and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____
Notary Public

RECORDED: 07/14/1998
TRADEMARK
RECEIVED FROM THE STATE OF CALIFORNIA
07 14 1998