

FORM PTO-1618A
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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RECORDATION FORM COVER SHEET
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5/20/98

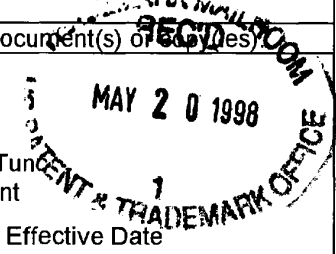
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) of (Des)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date



Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City: **Newton**

State/Country: **MA, USA**

Zip Code: **02158**

- Individual
 - General Partnership
 - Limited Liability Corporation
 - Corporation
 - Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment

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

TRADEMARK

REEL: 1736 FRAME: 0123

04/1998 JTB/00171
FC:461
FF:462

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Michael J. Twomey

Michael J. Twomey
Signature

May 18, 1998

Name of Person Signing

Date Signed

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Mitsubishi Electronics America, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter "ASSIGNOR") is the assignee of certain rights, title and interest in and to:

U.S. Trademark Application Serial No. 75/235,330 filed February 3, 1997
U.S. Trademark Application Serial No. 75/235,488 filed February 3, 1997
U.S. Trademark Application Serial No. 75/235,642 filed February 3, 1997
U.S. Trademark Application Serial No. 75/235,644 filed February 3, 1997

WHEREAS, HK/TT, LLC , a limited liability company organized and existing under the laws of the State of Delaware, and having a usual place of business at 29 Crafts Street, Suite 300, Newton, Massachusetts 02158 (hereinafter "ASSIGNEE"), has acquired ASSIGNOR's entire right, title and interest in and to certain assets and properties of the ASSIGNOR, including the above-identified trademarks and trademark applications pursuant to an Asset Transfer Agreement by and between the ASSIGNOR and the ASSIGNEE of even date herewith (the "Agreement"); and

WHEREAS, pursuant to the Agreement the ASSIGNOR has agreed to execute such additional instruments as may be necessary or desirable to confirm said acquisition of certain assets by the ASSIGNEE.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers and sets over to the ASSIGNEE, its successors and assigns, the entire right, title and interest of the ASSIGNOR in and to the above-identified trademarks and trademark applications, together with the goodwill of the business in which the trademarks are used and which goodwill is symbolized by the trademarks, and including the rights to recover damages, profits and other compensation for infringement, including past infringement, of the trademarks and to file and obtain renewals thereof.

After the delivery of this Assignment, the ASSIGNOR shall upon request of the ASSIGNEE execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the ASSIGNEE's right, title and interest in and to the trademarks acquired by the ASSIGNEE hereunder.

Assignment
Page 2

lawful acts which are necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at ASSIGNEE's expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

AND, ASSIGNOR does hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said applications or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of the date set forth below.

MITSUBISHI ELECTRONICS AMERICA, INC.

By: Alan P. Olschwang

Name: Alan P. Olschwang

Title: Vice President

Commonwealth of Massachusetts)
County of Suffolk) ss

Subscribed and sworn to before me, by the above-named Alan P. Olschwang this 31st day of March, 1998.

Elizabeth A. LeBlanc
Notary Public
My Commission Expires: 7/3/98

HK/TT, LLC

By: [Signature]

Name: HIROSHI KOBATA

Title: PRESIDENT & CEO

Commonwealth of Massachusetts)
County of Middlesex) ss

Subscribed and sworn to before me, by the above-named Hiroshi Kobata this 3 day of April, 1998.

Janet Bagline
Notary Public
My Commission Expires: 10/1/02

395MJT2115/1.496986-1