

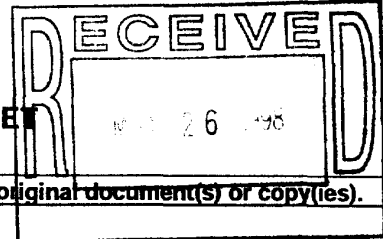
06-08-1998



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5/26/98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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
Effective Date
Month Day Year
12-01-1997
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name SYZYGY COMMUNICATIONS, INC.

Execution Date
Month Day Year
01-28-1998

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name NETMANAGE, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 10725 N. DE ANZA BLVD.

Address (line 2) _____

Address (line 3) CUPERTINO

CA

95014

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

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 from Assignment.)

06/05/1998 JSH/DAZZ 00000134 1846058

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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 the 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 Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK
Washington, D.C. 20231
REEL: 1736 FRAME: 0646

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)		
<input type="text" value="1846058"/>	<input type="text" value="1904927"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

JEFFREY A. ROBINSON
Name of Person Signing


Signature

2/27/98
Date Signed

Agreement Regarding Assignment of Trademark

This Agreement Regarding Assignment of Trademark ("Agreement") is entered into by and between Syzygy Corporation, at on the one hand, and NetManage and its predecessor in interest Syzygy Communications, Inc., on the other hand.

1. Definitions

a. "Assignor" is Syzygy Communications, Inc. and its successor in interest NetManage, collectively and individually. The address of Assignor is: 10725 North De Anza Blvd., Cupertino, CA 95014.

b. "Assignee" is Syzygy Corporation. The address of Assignee is : 1574 North Batavia Street, Suite 2, Orange, CA 92867.

c. "Trademarks" means (i) Federal Trademark "Syzygy," Serial Number 74-444,561, Registration Number 1,846,058, filed October 6, 1993, and registered July 19, 1994; and (ii) Federal Trademark "Syzygy," Serial Number 74-444,562, Registration Number 1,904,927, filed October 6, 1993, and registered July 11, 1995; (c) any trademark rights arising under state statutes or common law concerning the name "Syzygy" owned by Assignor at any time since 1987 prior to the Effective Date.

d. "Effective Date" shall mean December 1, 1997.

2. Assignment

a. Assignor represents that it is, and has been, the owner of the Trademarks since the dates of registration or ownership set forth above in Section 1(c). In exchange for the consideration set forth in Section 3, the receipt of which is hereby acknowledged, Assignor does hereby assign, grant, convey, and transfer to Assignee: (a) all of Assignor's right, title and interest in the Trademarks and their registration, together with that part of the goodwill of Assignor's business connected with and symbolized by the Trademarks, and (b) all of Assignor's right, title and interest in the use of the name "Syzygy," whether arising under common law, state or federal statute, or otherwise.

3. Payment

Contemporaneously with the execution of this Agreement, Assignor shall pay to Assignee the sum of Five Thousand Dollars (\$5,000.00), by check payable to NetManage.

4. Mutual Indemnification

Assignor represents that it is not aware of any liabilities associated or transferred with the rights transferred under Section 2. Assignor agrees to defend, indemnify and hold harmless

Assignee, and its officers, employees, directors and shareholders, from and against any loss, claim, demand or liability associated with the rights transferred under Section 1 arising before the Effective Date. Assignee agrees to defend, indemnify and hold harmless Assignor, and Assignor's officers, employees, directors and shareholders, from and against any loss, claim, demand or liability associated with the rights transferred under Section 1 arising after the Effective Date.

5. Other

a. Integrated Agreement; Modification or Waiver

This is an integrated agreement. This Agreement constitutes and contains the only agreement between the parties hereto relating to the matters set forth herein. Each party, in executing this Agreement, has not relied on any inducements, promises or representations made by any other party to this Agreement, or made by any attorney for any party to this Agreement, other than as expressly set forth within the terms and provisions of this Agreement. It is the intent of this Agreement to constitute an integration of the entire agreement between the parties, superseding all of the previous negotiations, promises, covenants, agreements and representations, if any, between them and/or any attorney for any party. The parties hereto understand that, in the event of any subsequent controversy or dispute concerning any of the terms, conditions or provisions of this Agreement, no party shall be permitted to offer or introduce any evidence concerning any prior or contemporaneous collateral oral agreements or oral agreements between the parties and/or its counsel. No change, modification, waiver or discharge of any or all of the terms and conditions hereof shall be effective unless made in writing and signed by the parties.

b. Governing Law

This Agreement is executed and intended to be performed in the State of California, and the laws of that state shall govern its enforcement, interpretation and effect.

c. Binding Arbitration; Waiver of Jury Trial

Any and all disputes arising out of, related to, or concerning, this Agreement shall be heard and decided in binding arbitration by the American Arbitration Association ("AAA"). The parties hereby waive any and all rights to a jury trial concerning such matters.

d. Attorneys Fees

Should any litigation or arbitration be commenced between the parties hereto concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a recover its reasonable attorneys fees.

e. Other Actions

The Parties hereto agree to execute such other documents, and to take such additional or other actions, as may reasonably be necessary to accomplish the purposes of this Agreement, without unreasonable delay, including but not limited to the completion and filing of any assignment of trademark forms required to be filed with the United States Patent and Trademark Office. The costs of any such actions (including but not limited to any transfer fees or filing fees charged by the United States Patent and Trademark Office) shall be borne by Assignee.

f. Counterparts

This Agreement may be executed in one or more counterparts, and when all parties have signed, each counterpart shall constitute a duplicate original. After the respective parties have signed, the original of each counterpart will be surrendered to counsel for the other party, so that each party may maintain an original signed by the party to be charged.

g. Successors

This Agreement shall be binding upon the heirs, representatives or other successors in interest of each party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ASSIGNOR:
NetManage and Its Predecessor In Interest,
Syzygy Communications, Inc.

ASSIGNEE:
Syzygy Corp.

By: Zvi Alon
Title: (Chairman, Pres., or CFO)
President

By: Corby Silverberg
Title: (Chairman, President, or CEO)
PRESIDENT

By: Gary R. Anderson
Title: (Secretary, Vice-Pres. or CFO)
CFO & Sr. VP

By: Michael Silverberg
Title: (Secretary, Vice President or CFO)
CFO

APPROVED
LEGAL
JDL
1/27/98