

08-20-1998

Docket No.

<TC-347

Tab settings

08-06-1998



100800581

documents or copy thereof.

To the Honorable Commi

1 Name of conveying party(ies):

Cyberdyne, Inc.

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: July 30, 1998

2. Name and address of receiving party(ies):

Name: Kingston Technology Company

Internal Address:

Street Address: 17600 Newhope Street

City: Fountain Valley State: CA ZIP: 92708

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,992,035

Additional numbers  Yes  No

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

Name: Morland C. Fischer

Internal Address:

Street Address: 2030 Main Street

Suite 1050

City: Irvine State: CA ZIP: 92614

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-1310

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03 FC:461

40.00

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.

Morland C. Fischer  
Name of Person Signing

*Morland C. Fischer*  
Signature

August 4, 1998  
Date

Total number of pages including cover sheet, attachments and

TRADEMARK

REF: 1770 FRANK 0725

## TRADEMARK ASSIGNMENT

Cyberdyne, Inc., (doing business as Studiotronics and Phototronics), a corporation of the State of Minnesota, having a principal office at 300 1<sup>st</sup> Avenue North, Suite 150, Minneapolis Minnesota 55401 (hereinafter referred to as "Assignor") has adopted, used and in using the trademark RHINO (hereinafter referred to as "Trademark") for goods in International Class 9. To this end, Assignor secured on August 6, 1996 and is now the owner of U.S. Registration No. 1,992,035 (hereinafter referred to as "Registration").

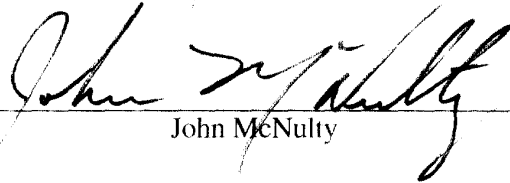
Kingston Technology Company (also known as Kingston Technology Corporation), a corporation of the State of California, having a principal office at 17600 Newhope Street, Fountain Valley, California 92708 (hereinafter referred to as "Assignee") is desirous of acquiring the Trademark and Registration therefor.

Accordingly, in consideration for the payment of \$18,000.00 (Eighteen Thousand Dollars), the full and complete sufficiency of which is expressly acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademark, together with the good will of the business symbolized by said Trademark, and the Registration therefor.

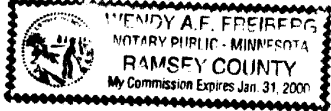
Assignor expressly covenants that it has the full right to execute this agreement and assign this Registration to Assignee and that it has not executed and will not execute any agreement in conflict herewith.

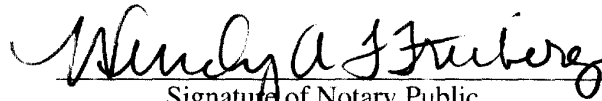
Assignor further covenants that there is no threatened or actual proceeding involving the Trademark and Registration at the Patent and Trademark Office or in the courts and that no decision has been rendered which is adverse to the Assignor's ownership of the Trademark or its right to register said Trademark and maintain said Registration on the Principal Register of the Patent and Trademark Office.

In testimony, whereof, the Assignor, Cyberdyne, Inc., through it's undersigned President,  
hereby executes this agreement this 30<sup>th</sup> day of July, 1998.

  
\_\_\_\_\_  
John McNulty

{Seal of Notary Public}



  
\_\_\_\_\_  
Signature of Notary Public  
July 30, 1998