

09-10-1998

F



FR SHEET
1LY

OMB No. 0751-0011 (Rev. 4-94)

WSGH FORM 24 (rev. 2/98)

100825501

MRD 9-3-98

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

1. Name of conveying party(ies)

Bull S.A.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____

Execution Date: April 3, 1996

2. Name and address of receiving party(ies)

Name: NIPSON

Internal Address: _____

Street Address: 28 rue Thierry Mieg
90005 Belfort FRANCE

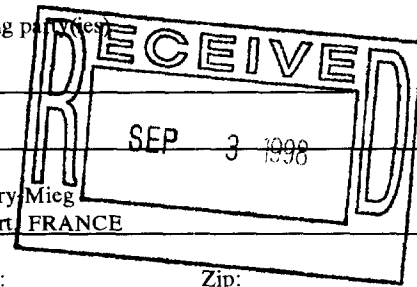
City: _____ State: _____ Zip: _____

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Corporation - France

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No



4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,711,164	1,726,106
1,725,136	1,760,394
1,725,524	

Additional numbers attached? Yes No

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

Weingarten, Schurgin, Ciagnebin & Hayes LLP
Ten Post Office Square
Boston, Massachusetts 02109

6. Total number of applications and registrations involved: [5]

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

09/09/1998 SMITH 00000009 1711164

01	FC:481	40.00 OP
02	FC:482	100.00 OP

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.

Beverly E. Hjorth

Name of Person Signing

Beverly E. Hjorth
Signature

8/31/98
Date

Total number of pages including cover sheet, attachments, and document: [14]

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

Denomination	Pays	Classe	Orig	Depot	Enregistrement	NoEnregistrement	Abandon	Decléance	Expiration
MATHILDE	NO			22/11/1989	05/12/1991	147 849	13/01/1994		05/12/2001
MATHILDE	PT		MI	05/12/1989			13/01/1994		05/12/1999
MATHILDE	RO		MI	05/12/1989			13/01/1994		05/12/1999
MATHILDE	SE			21/11/1989	04/10/1991	226 960	13/01/1994		04/10/2001
MATHILDE	SU		MI	05/12/1989			13/01/1994		05/12/2009
MATHILDE	US			09/01/1990	19/03/1991	1 638 061	13/01/1994		19/03/2001
MATHILDE	VE			08/05/1992			13/01/1994		
MATHILDE	YU		MI	05/12/1989			13/01/1994		
TRANSGEN	BX			04/11/1986		507 305			05/12/2009
TRANSGEN	CH			04/11/1986	24/06/1988	507 305			04/11/2006
TRANSGEN	DE			04/11/1986		507 305			04/11/2006
TRANSGEN	FR			07/10/1985		1 325 843			07/10/2005
TRANSGEN	GB	009		29/05/1986		1 268 136			29/05/2007
TRANSGEN	GB	042		01/10/1986		1 279 124			01/10/2007
TRANSGEN	IT			04/11/1986		507 305			04/11/2006
TRANSGEN	MI			04/11/1986		507 305			04/11/1996
TRANSGEN	US			12/12/1986	12/01/1988	1 472 032	28/05/1993		12/01/1998
TRANSGEN	AT		MI	07/09/1990		560 226			07/09/2010
TRANSGEN	BX			07/09/1990	18/04/1991	560 226			07/09/2000
TRANSGEN	CA		MI	07/08/1990	28/02/1992	394 785			28/02/2007
TRANSGEN	CH		MI	07/09/1990		REJECTED	04/05/1993		
TRANSGEN	DE		MI	07/09/1990	15/10/1992	560 226/9			07/09/2010
TRANSGEN	ES		MI	07/09/1990	30/12/1993	560 226			07/09/2010
TRANSGEN	FR			30/03/1990		1 600 889			30/03/2000
TRANSGEN	GB	007		10/08/1990		1 437 495			10/08/1997
TRANSGEN	GB	009		30/03/1990		1 437 496			30/03/1997
TRANSGEN	GB	016		10/08/1990					10/08/1997
TRANSGEN	GB	038		30/03/1990		1437498			30/03/1997
TRANSGEN	GB	042		30/03/1990	17/07/1992	1 437 499			30/03/1997
TRANSGEN	IT		MI	07/09/1990		560 226			07/09/2010
TRANSGEN	JP	009		10/08/1990	30/07/1993	2 554 177			30/04/2003
TRANSGEN	JP	011		10/08/1990	31/08/1993	2 564 139			31/05/2003
TRANSGEN	JP	025		10/08/1990	30/11/1992	2 479 148			30/08/2002
TRANSGEN	JP	026		10/08/1990	31/03/1993	2 517 259			31/12/2002
TRANSGEN	MI			07/09/1990		560 226			07/09/2000
TRANSGEN	PT		MI	07/09/1990		560 226			07/09/2000
TRANSGEN	US	007		07/09/1990	01/09/1992	1 711 164			07/09/2002
TRANSGEN	US	009		07/09/1990	20/10/1992	1 725 136			20/10/2002
TRANSGEN	US	016		07/09/1990	20/10/1992	1 725 524			20/10/2002
TRANSGEN	US	038		07/09/1990	20/10/1992	1 726 106			20/10/2002
TRANSGEN	US	042		07/09/1990	23/03/1993	1 760 394			23/03/2003

7/47

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark	:	
Application of	:	NIPSON
Registration No.	:	1,711,164
Registration Date	:	September 1, 1992
Mark	:	VARYPRESS
Class	:	007
Attorney's Docket	:	BULL-T011XX

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on _____.

By _____
Beverly E. Hjorth
Attorney for Applicant

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

NIPSON, Soci t  Anonyme, a Corporation of France, having an address at: 28, rue Thierry-Mieg, 90005 Belfort, FRANCE, hereby appoints the person identified below as the domestic representative upon whom may be served notices or process in proceedings affecting the above-identified mark.

Stanley M. Schurgin, Esq.
WEINGARTEN, SCHURGIN,
GAGNEBIN & HAYES LLP
Ten Post Office Square
Boston, Massachusetts 02109

Respectfully submitted,

NIPSON

By: _____

Title: _____ **Michel COLOMBE**
General Manager
Intellectual and Industrial Property Department

Date: August 28, 1998

TRADEMARK ASSIGNMENT CONTRACT

BETWEEN

Bull S.A., Ltd., with headquarters at 68 Route de Versailles, 78430 Louveciennes, France, designated below as BULL, represented by Mr. Michel COLOMBE, in his capacity of Director of Intellectual Property,

AND

NIPSON, Ltd., with headquarters at 68 route de Versailles, 78430 Louveciennes, France, designated below as NIPSON, represented by Mr. Charles DEHELLY, in his capacity of Chairman General Director

The following has been recalled:

BULL is holder of the trademarks, DYNSET, EASYPRINT, GENCARLOS, GENDISK, GENDRIVE, GENFONT, GENFORM, GENLABEL, GENLINK, GENLIST, GENMAIL, GENMENU, GENPAGE, GENPRINT, GENTAPE, MATHILDE, TRANSGEN and VARYPRESS, entered or registered in France and/or abroad for information products and services, designated below as TRADEMARKS.

The particulars of filing and registration of the TRADEMARKS are in the appendix attached to the present contract.

The TRADEMARKS being exclusively connected with the activity of NIPSON, the latter has asked to acquire and BULL has consented to assign to it said TRADEMARKS under the following conditions:

ARTICLE 1: ASSIGNMENT

By means of the present contract BULL assigns to NIPSON, who accepts, full and total ownership of the TRADEMARKS.

ARTICLE 2: OWNERSHIP - RIGHTS

2.1. NIPSON becomes the owner of the TRADEMARKS upon signing the present assignment. It has the rights to them and can dispose of them as it sees fit reckoned from this very day.

2.2. Consequently, NIPSON is surrogated in all the rights of BULL concerning the TRADEMARKS. NIPSON can especially act on infringement and obtain the eventual revenues in regard to all actions of infringement prior to the present assignment.

2.3. From this date NIPSON is solely responsible for all management and renewal costs of said TRADEMARKS.

NIPSON is responsible equally for those resulting from management actions carried out previously by BULL, and not yet paid by the latter, unless this assumption of costs should exceed 100,000 (one hundred thousand) francs.

2.4. NIPSON will be bound by all past agreements with third parties prior to the date of the present assignment, and concerning the TRADEMARKS.

ARTICLE 3: FEES

The present assignment is granted by BULL to NIPSON for the sum of 1 (one) franc.

ARTICLE 4: GUARANTIES

4.1. BULL states that the TRADEMARKS are not entailed by any pledges.

4.2. Moreover, the TRADEMARKS are assigned to NIPSON at its [NIPSON'S] risk.

ARTICLE 5: FORMALITIES

5.1. For France, an original of the present contract will be filed at the National Institute of Industrial Property by BULL, for entry of the assignment at the National Trademark Registry.

5.2. For foreign countries, BULL will undertake, at the express request of NIPSON, to bring about the steps necessary to register the present assignment country by country.

5.3. The cost of the formalities will be entirely assumed by NIPSON.

ARTICLE 6: ATTRIBUTION OF JURISDICTION

All disputes relating to the present contract and to its consequences will be submitted, for lack of friendly arrangement between the parties, to the High Court in Paris, to which the parties attribute territorial jurisdiction whatever the residence of the defendant.

ARTICLE 7: RECTIFICATION

All power is conferred to:

Mr. Michel COLOMBE, in his capacity of Director of Intellectual Property of BULL S.A., and to

Mr. Charles DEHELLY, in his capacity of Chairman General Director of
NIPSON

to complete, if need be, the designation of assigned trademarks and to carry out, if
necessary, all complement or all rectification of designation or of origin of ownership, to
establish consequently, all complementary, modifying, reiterative or confirming actions
of the present assignment.

Done at Louveciennes, April 3, 1996

BULL S.A.
[signed]
Mr. Michel COLOMBE
Director of Intellectual Property

NIPSON
[signed]
Mr. Charles DEHELLY
Chairman General Director

[Titles]

Tuesday, July 9, 1996

Column 1: Name
2: Country
3: Class
4: Origin
5: Filed
6: Registration
7: Registration No.
8: Discontinued
9: Lapse
10: Expiration



LANGUAGE SERVICES

258 Harvard Street
Suite 305
Brookline, MA 02146

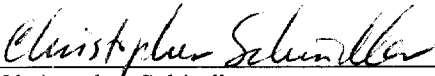
Phone: 617 731-6920
Phone: 800 798-WORD
FAX: 800 728-WORD

DECLARATION

I, Christopher Schindler, Technical Translator of Crimson Language Services, do hereby declare that I am conversant with the English and French languages and am a competent translator thereof. I declare further that to the best of my knowledge and belief the following is a true and correct translation made by me of the document in the French language attached hereto.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signed this 22nd day of August, 1998.



Christopher Schindler

CONTRAT DE CESSION DE MARQUES

ENTRE

Bull S.A., société anonyme, dont le siège social est 68 route de Versailles, 78430 Louveciennes, France, ci-après désignée BULL, représentée par M. Michel COLOMBE, en sa qualité de Directeur de la Propriété Intellectuelle,
d'une part,

ET

NIPSON, société anonyme, dont le siège social est 68, route de Versailles, 78430 Louveciennes, France, ci-après désignée NIPSON, représentée par M. Charles DEHELLY, en sa qualité de Président Directeur Général
d'autre part,

Il a été rappelé ce qui suit :

BULL est titulaire des marques DYNSET, EASYPRINT, GENCARLOS, GENDISK, GENDRIVE, GENFONT, GENFORM, GENLABEL, GENLINK, GENLIST, GENMAIL, GENMENU, GENPAGE, GENPRINT, GENTAPE, MATHILDE, TRANSGEN et VARYPRESS, déposées ou enregistrées en France et/ou à l'étranger pour des produits et services informatiques, ci-après désignées par les MARQUES.

Le détail des dépôts et des enregistrements des MARQUES figure dans l'annexe jointe au présent contrat.

Les MARQUES étant exclusivement rattachées à l'activité de NIPSON, cette dernière a demandé à acquérir et BULL a consenti à lui céder lesdites MARQUES dans les conditions suivantes :

ARTICLE 1 : CESSION

BULL cède par la présente à NIPSON, qui l'accepte, la pleine et entière propriété des MARQUES.

ARTICLE 2 : PROPRIETE - JOUISSANCE

- 2.1. NIPSON devient propriétaire des MARQUES à compter de la signature de la présente cession. Elle en a la jouissance et peut en disposer comme bon lui semble à compter de cette même date.
- 2.2. En conséquence, NIPSON est subrogée dans tous les droits de BULL sur les MARQUES. NIPSON peut notamment agir en contrefaçon et en retirer les fruits éventuels à l'égard de tous actes de contrefaçon antérieurs à la présente cession.

- 2.3. NIPSON supporte seule à compter de la date de la présente cession tous les frais de gestion et de renouvellement desdites MARQUES.

NIPSON supporte également ceux résultant des actes de gestion accomplis antérieurement par BULL, et non encore payés par celle-ci, sans que cette prise en charge puisse dépasser 100.000 (cent mille) francs.

- 2.4 NIPSON sera tenue par tout accord passé par BULL avec des tiers antérieurement à la date de la présente cession, et concernant les MARQUES.

ARTICLE 3 : REDEVANCES

La présente cession est consentie par BULL à NIPSON pour la somme de 1 (un) franc.

ARTICLE 4 : GARANTIES

- 4.1. BULL déclare que les MARQUES ne sont grevées d'aucun nantissement.
- 4.2. Pour le surplus, les MARQUES sont cédées à NIPSON à ses risques et périls.

ARTICLE 5 : FORMALITES

- 5.1. Pour la France, un original du présent contrat sera déposé à l'Institut National de la Propriété Industrielle par BULL, en vue de l'inscription de la cession au Registre National des Marques.
- 5.2. Pour l'étranger, BULL se chargera à la demande expresse de NIPSON, pays par pays, d'effectuer toutes les démarches nécessaires pour enregistrer la présente cession.
- 5.3. Le coût des formalités sera intégralement supporté par NIPSON.

ARTICLE 6 : ATTRIBUTION DE COMPETENCE

Tous différends se rapportant au présent contrat et à ses suites seront soumis, à défaut d'arrangement amiable entre les parties, au Tribunal de Grande Instance de Paris, à qui les parties attribuent compétence territoriale quel que soit le domicile du défendeur.

ARTICLE 7 : RECTIFICATION

Tous pouvoirs sont conférés à :

M. Michel COLOMBE, en sa qualité de Directeur la Propriété Intellectuelle de BULL S.A., et à

M. Charles DEHELLY, en sa qualité de Président Directeur Général de NIPSON

pour compléter, si besoin est, la désignation des marques cédées et d'effectuer si nécessaire tout complément ou toute rectification de désignation ou d'origine de propriété, d'établir en conséquence, tous actes complémentaires, modificatifs, réitératifs ou confirmatifs de la présente.


Fait à Louveciennes, le 03 avril 1996

BULL S.A.



M. Michel COLOMBE
Directeur de la Propriété
Intellectuelle

NIPSON

Lu et approuvé


M. Charles DEHELLY
Président Directeur Général