

11-18-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MED
11-11-98

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
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

11/17/1998 SSMITH 00000018 071907 75239767

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 150.00 CH

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, Washington, D.C. 20231

TRADEMARK
REEL: 1814 FRAME: 0510

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)

| | | |
|--|----------------------|----------------------|
| <input type="text" value="75/239767"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/508235"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|--------------------------------------|--------------------------------------|----------------------|
| <input type="text" value="2048993"/> | <input type="text" value="2112941"/> | <input type="text"/> |
| <input type="text" value="2060924"/> | <input type="text" value="2133781"/> | <input type="text"/> |
| <input type="text" value="2073531"/> | <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

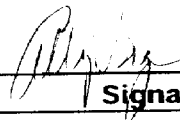
No

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.

Allyn Taylor

Name of Person Signing



Signature

11/10/98

Date Signed

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of August 10, 1998 by and among Connectix Corporation, a California corporation ("Seller"), Logitech International S.A., a Swiss corporation ("LISA"), and Logitech Inc., a California corporation and wholly-owned subsidiary of LISA ("Logitech," and, together with LISA, "Buyer").

RECITALS

A. The Board of Directors of each of Seller and Buyer believe it is in the best interests of each company and its respective shareholders that Buyer acquire the Assets (as defined below) and assume the Assumed Liabilities (as defined below) (the "Acquisition"). Seller has a number of lines of business in addition to the line of business relating to the Assets and the Assumed Liabilities. The Acquisition relates only to the portion of the business of Seller that relates to the Assets and Assumed Liabilities, and Buyer is not acquiring directly or indirectly any interest in any portion of Seller or its assets other than the Assets and Assumed Liabilities. The portion of the business of Seller related to the Assets and Assumed Liabilities, and that is being transferred to Buyer pursuant to the Acquisition is referred to hereinafter for convenience only as the "Hardware Group Business," and the unincorporated division of Seller that carries on such business, as the "Hardware Group," but the Hardware Group has always been run as an unincorporated division of Seller and is not and has never been run as a separate entity. Accordingly, notwithstanding the use of the "Hardware Group Business" or "Hardware Group" as convenient forms of reference throughout this Agreement, the parties acknowledge and agree that no reference to any portion of the business of Seller other than that portion related to the Assets or Assumed Liabilities is intended by the use of the term "Hardware Group Business" or "Hardware Group."

B. Buyer and Seller understand and acknowledge that the employees of Seller working in the Hardware Group are an essential element of the Hardware Group Business, and intend that Buyer shall hire a substantial portion of such employees in connection with the Acquisition.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

— ARTICLE I

THE ACQUISITION

1.1 Purchase of Assets.

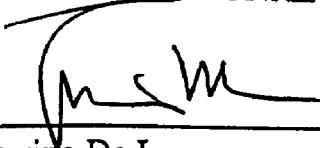
(a) Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller will sell, convey, transfer, assign and deliver to Buyer and Buyer will

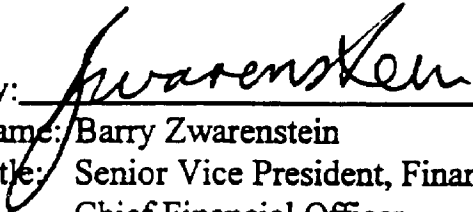
purchase and acquire from Seller on the Closing Date (as defined in Section 1.3), all of Seller's right, title and interest in and to the assets, properties and agreements of Seller identified on Schedule 1.1(a) hereto (collectively the "Assets"). The Assets will be allocated as between LISA and Logitech as set forth on Schedule 1.1(a).

(b) Assumption of Liabilities. At the Closing, Buyer shall assume only the following liabilities of Seller (collectively, the "Assumed Liabilities"): (a) all liabilities listed or described on Schedule 1.1(b); and (b) all product return, warranty, repair support, maintenance and service obligations of Seller with respect to products manufactured by the Hardware Group.

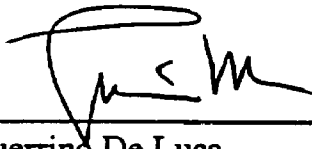
IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

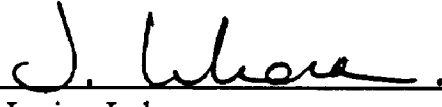
LOGITECH INTERNATIONAL S.A.

By: 
Name: Guerrino De Luca
Title: President and Chief Executive Officer

By: 
Name: Barry Zwarenstein
Title: Senior Vice President, Finance and Chief Financial Officer

LOGITECH, INC.

By: 
Name: Guerrino De Luca
Title: President and Chief Executive Officer

By: 
Name: Junien Labrousse
Title: Vice President, Video Division

CONNECTIX CORPORATION

By: _____
Name: Roy McDonald
Title: Chief Executive Officer

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

LOGITECH INTERNATIONAL S.A.

By: _____
Name: Guerrino De Luca
Title: President and Chief Executive Officer

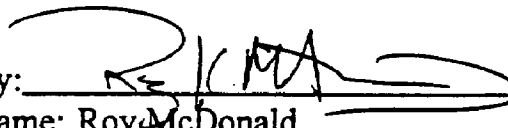
By: _____
Name: Barry Zwarenstein
Title: Senior Vice President, Finance and
Chief Financial Officer

LOGITECH, INC.

By: _____
Name: Guerrino De Luca
Title: President and Chief Executive Officer

By: _____
Name: Junien Labrousse
Title: Vice President, Video Division

CONNECTIX CORPORATION

By: 
Name: Roy McDonald
Title: Chief Executive Officer

Schedule 1.1(a) Assets

Intangible Intellectual Property Rights and tradenames, logos, trademarks and servicemarks will be allocated to LISA. All other Assets will be allocated to Logitech.

If a contract requires consent to assignment and consent cannot be obtained then that contract shall not be part of the Assets.

Schedule 2.11(b)(1) Intellectual Property

TRADEMARKS

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Status</u> | <u>Reference #</u> |
|---|---|--|--------------------|
| DIGITALRADAR | U.S. Application | Application | 75/239,767 |
| Miscellaneous Design Shape of QuickCam | U.S. Application | Registered | 2,133,781 |
| PICTURESMART | U.S. Application | Application | 75/508,235 |
| QCam | Japan | Registered | 3344337 |
| QCam (in Japanese katakana letters) | Japan | Registered | 3344338 |
| QUICKCAM | U.S. Application France Germany Australia Taiwan China United Kingdom | Registered Application in Process Application in Process Application in Process Application in Process Application in Process Application in Process | 2,060,924 |
| QUICKMOVIE | U.S. Application | Registered | 2,048,993 |
| QUICKPICT | U.S. Application | Registered | 2,073,531 |
| VIDEC | U.S. Application | Registered | 2,112,941 |

Unregistered Marks

QuickClip

VideoPhone

What Will You Do With Yours?