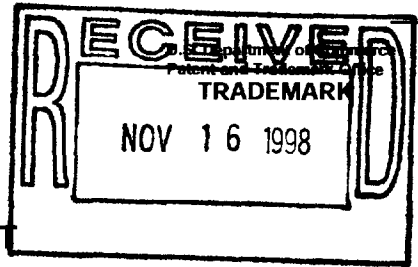


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11-16-98

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

Submission Type

- New
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Document ID #
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Reel # Frame #
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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
06161998

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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- 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 from Assignment.)

Citizenship/State of Incorporation/Organization

12/04/1998 JWATKINS 00000109 1730264

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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.

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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"/>	<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" value="1730264"/>	<input type="text"/>	<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.

Edward G. Durney, Esq.

Name of Person Signing



Signature

10/19/98

Date Signed

**ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS AND
REGISTRATION APPLICATIONS**

This ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS AND REGISTRATION APPLICATIONS (the "Assignment") is made effective as of June 16, 1998, by NCR Corporation, Maryland corporation with a place of business at 100 S. Patterson Boulevard, Dayton, OH 45479-00001 ("Assignor") and BEA Systems, Inc. a Delaware corporation with a place of business at 385 Moffett park Drive, Sunnyvale, CA 94089 ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of May 19, 1998 (the "Agreement"), pursuant to which Assignee has agreed to purchase from Assignor the Assets in consideration for the Purchase Price (as defined in the Agreement); and

WHEREAS, in connection with the Assets, Assignor has adopted and is using certain patent applications (collectively, the "Patents"), listed in Schedule A to hereto, certain copyrights and applications and registrations therefor (collectively, the "Copyrights") listed in Schedule B hereto, and certain trademarks and applications and registrations therefor (collectively, the "Trademarks"), listed in Schedule C hereto, and is the owner of the goodwill of the business symbolized by the Patents, Trademarks and Copyrights; and

WHEREAS, Assignee is desirous of acquiring the Patents, Copyrights and Trademarks and the registration thereof and such goodwill.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Patents, Copyrights and Trademarks together with the goodwill of the business symbolized by the Patents, Copyrights and Trademarks, and in and to the registration thereof and applications therefor in which such subsist or are applied for; and

FURTHER, Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks of the United States of America and the Register of Copyrights at the Copyright Office, and any official of any jurisdiction or territory whose duty it is to issue patents and trademark and copyright registrations, to issue a Certificate of Registration, Renewal or Assignment for any patent or registration, or any patent or registration, or any patent or registration resulting from any application therefor, to Assignee or its designee in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed
as of the date first above written.

Corporate Seal

NCR Corporation

By: 

Name: Jonathan S. Hoak

Title: Senior Vice President and General Counsel

Schedule A**Patents****Patent Applications**

<u>Title</u>	<u>Filing Date</u>	<u>Serial No.</u>
Connectionless processing of client requests in a client-server environment	December 13, 1995	08/571,644
Method for testing distributed transaction processing in computer networks	January 3, 1997	08/775,990
Distributed registry configuration utility	January 3, 1997	08/778,495
Service interface repository	August 20, 1997	08/915,124
Service interface repository code generation data	August 20, 1997	08/914,991
Software interface adapter for use with multiple development tools	July 31, 1997	08/904,406
Service interface repository application programming models	August 20, 1997	08/914,988
Service interface repository internationalization	August 20, 1997	08/915,434
Software interface for dynamic API mapping	July 31, 1997	08/904,401

Schedule B

Copyrights

- 1) U.S. Copyright application filed December 15, 1997 for TOP END Release 2.05.
Registration has not been received at this time.

Schedule C

Trademark

Trademark: TOP END			
<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Date Filed</u>
NCR Corporation	Canada	859477	10/23/97
NCR Corporation	India	777 111	11/05/97
NCR Corporation	Korea	2/6974/1997	06/12/97
NCR Corporation	Singapore	S/5245/97	05/06/97
NCR International, Inc.	Peoples Republic of China	970084886	08/14/97
NCR International, Inc.	United Kingdom	2131458	05/01/97
NCR Corporation	USA	1,730,264	11/03/92
NCR Corporation	Australia	733,619	05/01/97
NCR International, Inc.	Denmark	04.724 1997	10/31/97
NCR International, Inc.	France	97676436	10/17/97
NCR International, Inc.	Germany	397 20 238	11/12/97
NCR de Mexico, S.A.	Mexico	431,996	03/17/93

Common law trademark: TOP END Design

ny-145922

RECORDED: 11/11/1998

TRADEMARK
REEL: 1824 FRAME: 0264