

12-23-1998

12.18.98

Form PTO-1594 RECO
1-31-92 ~~12-21-98~~



S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of patents an

100928678

nts or copy thereof.

1. Name of conveying party(ies): Blue Wave Systems Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation-State
- Other: _____

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

3. Nature of conveyance:

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

Execution Date: 12/11/98

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

A. Trademark Application No.(s) 75/410,745

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

Name: Fleet National Bank

Internal Address: Mail Stop: MA OF DO7A

Street Address: One Federal Street

City: Boston State: MA Zip: 02110

Individual Citizenship _____

Association National Banking Association

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other: _____

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

(Designations must be a separate document from Assignment)

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

B. Trademark registration No.(s) _____

Additional Numbers Attached? Yes No

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

Name: Neil L. Brodsky, Esquire

Internal Address: Hinckley, Allen & Snyder

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number:

50-0485

(Attach duplicate copy of this page if paying by deposit account)

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

Neil L. Brodsky
Name of Person Signing

Neil L. Brodsky
Signature

12/18/98
Date

OMB No. 0651-0011 (exp.4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, DC 20231

Public burden reporting for this sample is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

RECEIVED
1998 DEC 21 PM 2:46
OPR/FINANCE

12/23/1998 SBURNS 00000015 75410745

01 FF:481 40.00 BP
02 FF:482 50.00 BP

TRADEMARK
REEL: 1838 FRAME: 0379

RECORDATION FORM COVER SHEET TRADEMARKS - ATTACHMENT

Application Numbers

75/423,619

75/475,794

Mark

BLUE WAVE

MISC DESIGN

File Date

01/26/98

04/28/98

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia, 22202-3513, on 12/18/98.

Date: 12/18/98

Neil L. Brodsky

CONDITIONAL TRADEMARK ASSIGNMENT

THIS CONDITIONAL TRADEMARK ASSIGNMENT dated as of December 11, 1998, is executed by BLUE WAVE SYSTEMS INC., a Delaware corporation with a principal place of business at 2410 Luna Road, Carrollton, Texas 75006 ("Assignor") in favor of FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at One Federal Street, High Technology Group, 7th Floor, Mail Stop: MA OF DO7A, Boston, Massachusetts 02110 ("Assignee").

WHEREAS, Assignee and Assignor are parties to a certain Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which Assignee has agreed to make certain loans to Assignor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor has concurrently granted to Assignee a security interest in all of Assignor's assets to secure, inter alia, the payment and performance of the Obligations of Assignor to Assignee under the Loan Agreement; and

WHEREAS, To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Trademark Assignment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. Assignor does hereby conditionally assign, sell and transfer and grant unto Assignee all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark and servicemark (whether registered or unregistered), and each registration thereof, and each trademark and servicemark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, servicemark or trademark or servicemark registration application set forth on Schedule A, attached hereto and incorporated herein by reference, and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoove; and

(iii) the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:

(i) The occurrence and continuation of an Event of Default as defined in the Loan Agreement; or

(ii) The exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Trademarks.

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Conditional Trademark Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all registered (state, federal and international) trademarks and servicemarks required for conduct of the Assignor's business in which Assignor has any interest and (b) all applications pending for registration of trademarks and servicemarks in which Assignor has any interest.

(iv) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) Each of the Trademarks is valid and enforceable.

(vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear

of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any additional registered trademarks or servicemarks, or become entitled to the benefit of any registration applications for trademarks or servicemarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its affiliates and its directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment.

6. Assignor authorizes the Assignee to modify this Assignment by amending Schedule A to include any future trademarks, servicemarks, or trademark or servicemark applications of which Assignor may acquire an interest.

7. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor as caused this Conditional Trademark Assignment to be duly executed by its duly authorized officer as of the date first set forth above.

BLUE WAVE SYSTEMS INC.

By: *Charles Brockenbush*

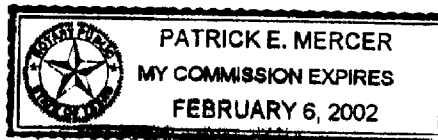
Charles Brockenbush
Vice President Finance and
Chief Executive Officer

THE STATE OF TEXAS)
)
COUNTY OF Dallas,) ss

December 10, 1998

Then personally appeared the above-named Charles
Brockenbush of Blue Wave Systems Inc. and acknowledged the foregoing instrument to be his free act and deed, before me.

Patrick E. Mercer
Notary Public
My Commission Expires:



CONDITIONAL ASSIGNMENT OF TRADEMARKS

SCHEDULE A

TRADEMARKS

Serial No.	Country	Filing Date	Mark	Owner	Status
75/410,745	USA	12/24/97	"SOFTBAND"	Mizar, Inc.	Awaiting recorded assignment; office action response due 04/29/99
763617	Australia	06/01/98	"SOFTBAND"	Mizar, Inc.	Awaiting foreign PTO decision
852723	Euro Comm	06/18/98	"SOFTBAND"	Mizar, Inc.	Awaiting foreign PTO decision
120552	Israel	06/24/98	"SOFTBAND"	Mizar, Inc.	Awaiting foreign PTO decision
46,983	Japan	06/05/98	"SOFTBAND"	Mizar, Inc.	Awaiting foreign PTO decision
98-14253	S. Korea	06/03/98	"SOFTBAND"	Mizar, Inc.	Awaiting foreign PTO decision Awaiting foreign PTO decision
87026272	Taiwan	06/01/98	"SOFTBAND"	Mizar, Inc.	Awaiting foreign PTO decision
75/423,619	USA	01/26/98	"BLUE WAVE"	Mizar, Inc.	Awaiting recorded assignment; response to office action due 02/19/99
75/475,794	USA	04/28/98	"MISC DESIGN" (logo)	Mizar, Inc.	Awaiting recorded assignment; awaiting first office action
	USA		"FACT"	Blue Wave Systems	Not yet filed
	Great Britain		"FACT"	Blue Wave Systems	Not yet filed
	USA		"COMSTRUCT"	Blue Wave System	Not yet filed
	Great Britain		"COMSTRUCT"	Blue Wave System	Not yet filed