

MRD
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RECORDATIC
TRAD

01-15-1999



100942636

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

1. Name of conveying party(ies):
MOTOROLA CREDIT CORPORATION
1303 East Algonquin Road
Schaumburg, IL 60196

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

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

2. Name and address of receiving party(ies)
Name: **POSITIVE COMMUNICATIONS, INC.**
Internal Address:
Street Address: **5753 West Las Positas Boulevard**
City: **Pleasanton** State **California** ZIP: **94588**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Califc** U.S. Patent & TMO/Trademark Reg. 12-28-1998
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **December 14, 1998**

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)
(Serial No. 74/506,187)

B. Trademark Registration No.(s)
(Reg. No. 1,852,252) (Reg. No. 1,860,006)
(Reg. No. 2,000,228)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ **115⁰⁰**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **20-0052**
(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.

MR. SIGI HINOJOSA
Name of Person Signing
Christine E. Wilson *Christine E. Wilson* Signature
December 23, 1998
Date

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

TRADEMARK ASSIGNMENT

This Trademark Assignment is granted and conveyed as of October 30, 1998 by Motorola Credit Corporation, a Delaware corporation, having its principal business at 1303 East Algonquin Road, Schaumburg, Illinois 60196 ("Lender"), in favor of Positive Communications, Inc., a California corporation, having its principal business address at 5753 West Las Positas Boulevard, Pleasanton, California 94588 ("Positive Communications").

WHEREAS, Lender and Positive Communications entered into a Loan and Security Agreement ("Loan Agreement") and a Trademark Collateral Assignment Agreement ("Collateral Assignment Agreement") on May 26, 1995. Pursuant to the Collateral Assignment Agreement, Positive Communications assigned its right, title, and interest in the trademark applications and registrations listed on the attached Schedule A, and the goodwill associated therewith ("Marks") to Motorola Credit Corporation as collateral security of Positive Communications obligations under the ("Loan Agreement"). This Collateral Assignment Agreement was recorded in the U.S. Patent and Trademark Office on June 19, 1995 at Trademark Reel 1364, Frame 0371; and

WHEREAS, Positive Communications has satisfied all of its outstanding obligations under the Loan Agreement, and the parties seek to make a record of Lender's release and reassignment to Positive Communications of any and all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Lender hereby (1) releases, discharges, and relinquishes, as of October 30, 1998, all right, title and interest in and to the Marks, and (2) reassigns to Positive Communications, as of October 30, 1998, all of its right, title and interest in and to the Marks, including the goodwill of the business symbolized by the Marks, and the right to sue for past infringement of the Marks.

MOTOROLA CREDIT CORPORATION

Date: 12-14-98

By: David A. Kliefoth
David Kliefoth
Director of Customer Finance of North America

SCHEDULE A

Federal Trademark Applications:

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
POSITIVE COMMUNICATIONS, INC.	74/506,187	March 23, 1994

Federal Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
POSITIVE COMMUNICATIONS, INC.	1,852,252	September 6, 1994
POSITIVE COMMUNICATIONS, INC.	1,860,006	October 25, 1994
POSITIVE COMMUNICATIONS, INC.	2,000,228	September 10, 1996

Canadian Trademark Registration:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
POSITIVE COMMUNICATIONS, INC.	TMA451,487	December 3, 1995