

02-03-1999

02-09-1999

REI

ET

D

TO: The Commissioner of Patents and

100960699

original document(s) or copy(ies).

Submission Type

- New 2-3-99
- 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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
11 30 1998

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/08/1999 DNGUYEN 00000280 1549924

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

40E

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"/>	<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="1549924"/>	<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

1/27/99

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, NOVELL, INC., a Delaware corporation having its principal executive offices at 122 East 1700 South, Provo, Utah 84606 ("Novell"), is the owner of U.S. Trademark Registration No. 1,549,924, Class 9 for "TUXEDO".

WHEREAS, BEA SYSTEMS, INC., a Delaware corporation with its place of business at 2315 North First Street, San Jose, California 95131 ("BEA") is desirous of acquiring all of Novell's right, title and interest in and to said trademarks and trademark applications.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Novell hereby assigns to BEA, all of Novell's right, title and interest in and to said trademarks and trademark applications, and all goodwill associated therewith, and subject to any and all existing licenses, all of Novell's right, title and interest in said trademarks and trademark applications, including the right to sue for past, present and future infringement.

Nothing in this Assignment of Trademarks, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm, corporation, or other entity other than Novell, BEA and their respective successors and permitted assigns, any right or remedy under or by reason of this Assignment of Trademarks or any term, covenant, or condition hereof, and all the terms, covenants, conditions, promises, and agreements contained in this Assignment of Trademarks shall be for the sole and exclusive benefit of Novell, BEA and their respective successors and permitted assigns.

Signed at Provo, Utah, this 30th day of November, 1998.

NOVELL, INC.
By: [Signature]

Name: Richard C. Rife

Title: V.P. - Assistant Corp. Secretary

State of Utah)
) ss.
County of Utah)

Subscribed and sworn to before me on this 30 day of November, 1998.

[Signature]
Notary Public
Commission Expires:

