



02-23-1999

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FORM PTO-1594
1-31-92



100969495

DEPARTMENT OF COMMERCE
Patent and Trademark Office
orney Docket No: TTWS218489

To the Honorable Assistant Commissioner for Trademarks: Please record the attached original documents or copy thereof.

MPO

1. Name of conveying party:

Adobe Systems Incorporated

- Individuals
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution date: March 21, 1997

2. Name and address of receiving party:

Name: Tier Two Systems Inc.
Address: 15444 NE 95th Street

City: Redmond State: WA ZIP: 98052

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____

Corporation-State State of Washington

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.

B. Trademark Registration No. 1,751,122

Additional numbers attached? Yes No

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

Kevan L. Morgan, Esq.
CHRISTENSEN O'CONNOR
JOHNSON & KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
(206) 682-8100

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):\$ 40.00
Check No. 103216 in the amount of \$40.00 is enclosed.

8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.

Kevan L. Morgan
Name of Attorney or Agent
Registration No. 42,015
Direct Dial (206) 695-1712

Kevan L. Morgan
Signature

2/12/99
Date

Total number of pages including cover sheet, attachments and document: 13

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

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 3B3, Washington, D.C. 20231, on February 12, 1999.

Date: 2/12/99

[Signature]

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TTWS18489249.DOC 40.00 DP

TRADEMARK
REEL: 1858 FRAME: 0256

**TIER TWO - ADOBE
ASSET TRANSFER AGREEMENT**

THIS ASSET TRANSFER AGREEMENT ("Agreement") is made as of the 27 day of March, 1997 (the "Effective Date"), by and between Adobe Systems Incorporated, a California corporation with principal offices at 345 Park Avenue, San Jose, California 95110-2704 ("Adobe") and Tier Two Systems Inc., a Washington corporation with principal offices at 16310 NE 80th St, Suite 204, Redmond, Washington 98052 ("Tier Two").

RECITALS

WHEREAS, Frame Technology ("Frame") previously acquired Curo Technology, Inc. ("Curo") and Adobe subsequently became the successor in interest to Curo pursuant to Adobe's acquisition of Frame on October 27, 1995; and

WHEREAS, Adobe desires to sell, transfer and assign certain assets related to the Curo Technology, and Tier Two desires to accept such sale, transfer and assignment on the terms and conditions set forth herein; and

NOW, THEREFORE, for mutual consideration the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "Curo Technology" shall mean those computer programs owned by Adobe that make up (i) the 16-bit and 32-bit PC/Windows, Macintosh and Sun/HP UNIX software application product currently known as Curo Document Manager versions 2.x and 3.x, (ii) the Curo Object Manager, (iii) the Curo Workflow software, and (iv) the Myriad integration tools referred to as Myriad Workflow and Myriad ScreenSet; all of which are listed and more fully described in EXHIBIT A ("*Description of Curo Technology*"), including any improvements, updates, and derivative works (as defined in the U.S. Copyright Act) based on said code. "Curo Technology" shall also include the Curo-related hardware and equipment set forth on EXHIBIT B ("*Curo Related Hardware*"). "Curo Technology" does not include any files which may be described on Exhibit A, which are not owned by Adobe, if any, but are licensed to Adobe from a third party and used in the Curo Technology.

2. ASSIGNMENT AND LICENSE

2.1 **Assignment of Curo Technology.** Adobe hereby sells, irrevocably assigns, transfers and conveys to Tier Two its entire right, title and interest, in and to the Curo Technology including, by definition, all intellectual property rights of any kind, nature or description whatsoever (including, by way of example only, patents, rights to patent, copyrights, trademarks, and trade secrets) residing in the Curo Technology. Any and all changes made to, and/or works derived from the Curo Technology hereafter (i.e., derivative works), such as, by way of example only, any improvements, updates, new versions, enhancements, in any version, platform, medium or form (now known or developed in the future), and any proprietary and/or intellectual property rights of any kind whatsoever residing therein or arising therefrom shall be the sole and exclusive property of Tier Two.

3. PAYMENT

3.1 **Curo Technology.** The parties acknowledge the adequacy and receipt of mutual consideration for the assignment of the Curo Technology and Licenses as set forth in SECTION 2 ("*Assignment and Licenses*") above. The parties acknowledge the receipt of from Tier Two as consideration to Adobe for such assignments herein.

4.

4. DELIVERABLES

4.1 **By Adobe.** Within five (5) days after Closing, Adobe agrees to make a good faith effort to deliver to Tier Two substantially all (except as provided in that certain "Transition Services Agreement" between the parties of even date herewith) magnetic and other media containing the source code, object code, executables and any other files and all related documentation for each of the components of the Curo Technology as described in EXHIBIT A ("*Description of Curo Technology*"), the Curo Related Hardware described in EXHIBIT B, the Curo Related Third Party Licenses attached at EXHIBIT C,

that are in the possession of Adobe. However, if such delivery is not fully completed within said five (5) days, Adobe will continue to make a good faith effort to locate and deliver such items until the delivery contemplated herein is completed.

5. PROPRIETARY RIGHTS

5.1 **Ownership.** Adobe acknowledges and agrees that all intellectual property rights of any kind in and to the Curo Technology are hereby assigned and transferred to Tier Two, including without limitation, all proprietary rights, trademarks, trade names, service marks, trade secrets, copyrights and patents, in and to all other tangible and intangible property of any kind or nature whatsoever residing in and arising from the Curo Technology. For example only, Tier Two is hereby acquiring title and all rights to the name and trademark "Curo".

5.

6. LIMITED WARRANTIES; SOLE REMEDIES

6.1 Limited Warranties. Adobe warrants, that as of the date of Closing that:

6.

6.1.5 it is the owner of all trademarks in the Curo Technology identified in Exhibit F, if any, and holds a certificate of trademark registration to said marks which it believes in good faith to be valid; and

6.1.6 is the owner of all registered copyrights in the Curo Technology identified in Exhibit G, if any, and holds a certificate of copyright registration therefore which it believes in good faith to be valid.

6.2 Sole Remedies. A breach of any of any one or all of the above warranties shall not constitute a material breach of this Agreement entitling Tier Two to terminate or rescind the Agreement. Instead, Tier Two's sole and exclusive remedies, and Adobe's sole and exclusive obligation in the event of any breach of the warranties described above shall be as follows:

6.2.2 With respect to any breach of warranties 6.1.5 and 6.1.6 above, Adobe will cooperate and assist Tier Two (including execution of such assignments and other documents as may be necessary) in obtaining such trademark and copyright registration certificates.

8. MISCELLANEOUS**8.1 Assignment.**

8.2 Amendment. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.

8.3 Notices. Notices provided for herein shall effectively be given by mailing the same by certified or registered mail, properly addressed. For the purposes of making payments and giving notices, the addresses of the parties hereto are as follows:

If to Adobe: Adobe Systems Incorporated
 Attn.: General Counsel
 345 Park Avenue
 San Jose, CA 95110-2704

If to Tier Two: Tier Two Systems Inc.
 Attn.:

or to such subsequent addresses as either party may furnish the other by giving notice thereof as provided in this Section 8.3.

8.

relationship between Adobe and Tier Two. At no time shall one party make commitments or incur any charges or expenses for or in the name of the other party.

8.5 Severability. If any term, condition or provision of this Agreement is held to be unenforceable for any reason, it shall, if possible, be interpreted rather than voided, in order to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other terms, conditions and provisions of this Agreement shall be deemed valid and enforceable to the full extent.

8.6 Waiver. None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.

8.7 Applicable Law and Forum. This Agreement shall be construed, interpreted, and applied in accordance with the laws of _____ without regard for its laws governing conflicts of law. Any and all disputes arising under or relating to this Agreement shall be brought in a court of competent jurisdiction in _____

_____ as permitted by law and both parties hereby expressly and irrevocably consent to such venue and jurisdiction for such purposes.

8.8 Entire Agreement. This Agreement, each of the Exhibits attached hereto which are hereby incorporated by reference, embodies the entire understanding of the parties and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

8.9 Supersedes. When this Agreement has been signed by and delivered to each party hereto, the Agreement shall supersede the _____

8.10 Attorney's Fees. If any proceeding in the nature of an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including the assignment and license granted hereunder, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to any other relief to which such party may be entitled.

8.11 Counterparts. This Agreement (and all attached agreements) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument..

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ADOBE SYSTEMS INCORPORATED:

By: _____

Title: _____

Date: _____

TIER TWO CORPORATION:

By: J. C. [Signature]

Title: President

Date: 3/01/97

relationship between Adobe and Tier Two. At no time shall one party make commitments or incur any charges or expenses for or in the name of the other party.

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8.11 Counterparts. This Agreement (and all attached agreements) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ADOBE SYSTEMS INCORPORATED:

By: John Kung

Title: VP + GM T&D

Date: 3/21/97

TIER TWO CORPORATION:

By: _____

Title: _____

Date: _____

APR-02-98 THU 11:01

TIER TWO SYSTEMS

FAX NO. 4255584121

P. 12

ATA EXHIBIT F
CURO TRADEMARKS

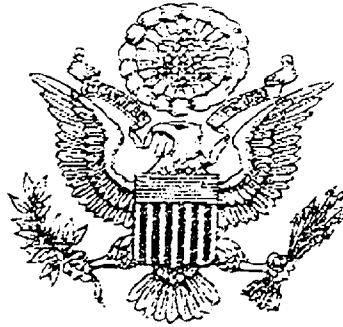
SEE "CURO" REGISTRATION CERTIFICATE ATTACHED

15.

01/02/98 THU 10:00 ITX/RX NO 96011 012

TRADEMARK
REEL: 1858 FRAME: 0266

The United States of America



Nº 1751122

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

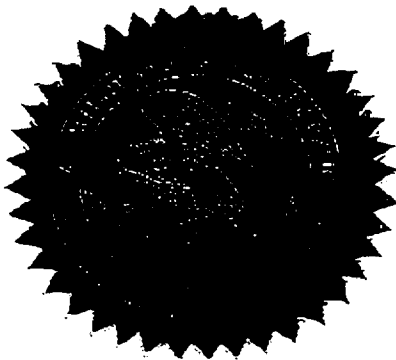
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this ninth day of February 1993.

Robert H. Anderson

Acting Commissioner of Patents and Trademarks

Int. Cl.: 9

Prior U.S. Cl.: 38

United States Patent and Trademark Office **Reg. No. 1,751,122**
Registered Feb. 9, 1993

**TRADEMARK
PRINCIPAL REGISTER**

CURO

MOSAIC TECHNOLOGY INCORPORATED
(WASHINGTON CORPORATION)
21909 N.E. 54TH STREET
REDMOND, WA 98053

COMPUTER NETWORKS. IN CLASS 9 (U.S. CL.
38).
FIRST USE 10-0-1991; IN COMMERCE
10-0-1991.

FOR: PRERECORDED COMPUTER PRO-
GRAMS FOR MANAGING INFORMATION ON

SER. NO. 74-282,645, FILED 6-5-1992.
PETER CATALDO, EXAMINING ATTORNEY