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02-25-1999



Form PTO 1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

100973105

U.S. Dept. of Commerce  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
Laser Magnetic Storage International Company (name change) to  
Philips LMS (name change) to  
Philips Laser Magnetic Storage (dissolved) into  
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION

Individual(s)       Association  
 General Partnership       Ltd Partnership  
 Corporation  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: PHILIPS ELECTRONICS NORTH AMERICA CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 1251 Avenue of the Americas

City: New York      State: NY      Zip: 10020-1104

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Delaware  
 Other \_\_\_\_\_

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 names(s) & Address(es) attached?  Yes  No

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

Execution Date: \_\_\_\_\_

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1,401,899 (LASERDRIVE)  
1,427,241 (KEYSTONE)

Additional Numbers Attached?  Yes  No

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

Name: Philips Electronics North America Corporation

Internal Address: \_\_\_\_\_

Street Address: 580 White Plains Road

City: Tarrytown      State: NY      Zip: 10591

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ...\$ 65.00  
 Enclosed       Authorized to Deposit Account

8. Deposit Account Number: 14-1270  
(Attach duplicate copy of this page paying by deposit account)

02/24/1999 JSHBAZZ 00000199 141270 1401899  
01 FC:481 40.00 CH

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.

Robert J. Kraus      [Signature]      February 18 1999  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1860 FRAME: 0465

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

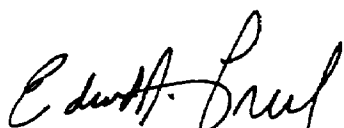
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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "PHILIPS DATA STORAGE CORP.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 1996, AT 12 O'CLOCK P.M.



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981416913

  
\_\_\_\_\_  
*Edward J. Freel, Secretary of State*

AUTHENTICATION: 9378504

DATE: 10-29-98

**TRADEMARK**  
**REEL: 1860 FRAME: 0466**

**CERTIFICATE OF DISSOLUTION**

**OF**

**PHILIPS DATA STORAGE CORP.**

\*\*\*\*\*

Philips Data Storage Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

**DOES HEREBY CERTIFY:**

**FIRST:** That dissolution was authorized on June 27, 1996.

**SECOND:** That dissolution has been authorized by all of the stockholders of the corporation entitled to vote on a dissolution in accordance with the provisions of subsection (c) of Section 275 of the General Corporation Law of the State of Delaware and that this Certificate of Dissolution shall be effective at Midnight on June 30, 1996.

**THIRD:** That the names and addresses of the directors and officers of Philips Data Storage Corp. are as follows:

**DIRECTORS**

**NAMES**

**ADDRESSES**

P. E. J. Boost	100 East 42nd Street, New York, NY 10017
C. D. Johnston	4425 Arrows West Drive, Colorado Springs, CO
S. J. Rozel	100 East 42nd Street, New York, NY 10017
S. C. Tumminello	100 East 42nd Street, New York, NY 10017

**OFFICERS**

**NAMES**


**OFFICES**

**ADDRESSES**

S. C. Tumminello	Chairman	100 East 42nd Street, NY, NY 10017
C. D. Johnston	President	4425 Arrows West Drive, Colorado Springs, CO
S. J. Rozel	Vice President and Secretary	100 East 42nd Street, NY, NY 10017
P. S. Friedlander	Staff Vice President	100 East 42nd Street, NY, NY 10017

S. I. Cunday, Jr.    Treasurer        100 East 42nd Street, NY, NY 10017  
W. T. Oates, Jr.    Assistant Secretary    100 East 42nd Street, NY, NY 10017  
M. W. Reinhardt    Assistant Secretary    4425 Arrows West Drive, Colorado  
   Springs, CO

IN WITNESS WHEREOF, said Philips Data Storage Corp. has caused this certificate to be signed by its Vice President, this 27th day of June, 1966.

  
By \_\_\_\_\_ Samuel J. Rozel  
   Vice President

## PARTNERSHIP TERMINATION AGREEMENT

**This Agreement**, is made and entered into effective the 30th day of June, 1996, by and between Philips Data Storage Corp., a Delaware corporation (hereinafter referred to as "PDSC") and Philips Electronics North America Corporation, a Delaware corporation (hereinafter referred to as "PENAC").

### WITNESSETH:

**Whereas**, a partnership (the "Partnership") was organized under the name Laser Magnetic Storage International Company as a New York General Partnership pursuant to the terms of that certain Partnership Agreement, effective August 3, 1986 by and between PDSC and Control Data Storage Devices, Inc. (the "Partnership Agreement"); and

**Whereas**, which Partnership Agreement was modified by that certain Amended Partnership Agreement, effective October 1, 1988 by and between the same parties (the "Amended Partnership Agreement"); and

**Whereas**, pursuant to that certain Partnership Interest Purchase Agreement, dated as of April 13, 1990, North American Philips Corporation (hereinafter referred to as "NAPC"), purchased the interest of Control Data Storage Devices, Inc. in the Partnership; and

**Whereas**, the Partnership Agreement was further modified by that certain Second Amended Partnership Agreement, effective January 7, 1991 by and between PDSC and NAPC (the "Second Amended Partnership Agreement"), which terminated certain of the agreements attached to the Partnership Agreement pursuant to a Termination and Amendment Agreement attached thereto as Exhibit A; and

**Whereas**, effective May 25, 1993, NAPC changed its corporate name to Philips Electronics North America Corporation; and

**Whereas**, the Partnership Agreement was further modified by that certain Third Amended Partnership Agreement, effective August 16, 1993 by and between PDSC and PENAC (the "Third Amended Partnership Agreement"), which changed the name of the Partnership to Philips LMS, and continued the business of the Partnership pursuant to the terms and conditions set forth therein; and

**Whereas**, the Partnership Agreement was further modified by that certain Fourth Amended Partnership Agreement, effective December 9, 1994 by and between PDSC and PENAC (the "Fourth Amended Partnership Agreement"), which changed the name of the Partnership to Philips Laser Magnetic Storage, and continued the business of the Partnership pursuant to the terms and conditions set forth therein; and

**Whereas**, effective midnight, June 30, 1996 (the "Effective Date") PDSC is being dissolved and liquidated into its parent company PENAC; and

**Whereas**, coincidental with such dissolution and liquidation PENAC and PDSC desire to terminate the Partnership, and to continue the business of the Partnership as an operating Division of PENAC.

**Now, Therefore**, in consideration of the mutual promises and covenants contained

herein, the parties hereto agree as follows:

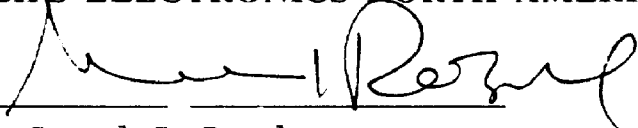
**1. Termination of the Partnership.** Pursuant to Article 8 of the Fourth Amended Partnership Agreement, the Partnership is terminated as of the Effective Date.

**2. Continuation of the Partnership Business.** Effective on the Effective Date, the business of the Partnership will operate as a Division of PENAC. It is the intent of the parties that the business of the Partnership will continue to operate under the name Philips Laser Magnetic Storage without interruption. PENAC hereby agrees to accept all assets and liabilities of the Partnership, and to assume all rights and obligations of the Partnership existing as of the Effective Date.

**3. No Monetary Consideration.** The parties acknowledge that the mutual promises herein contained form the entire consideration supporting this agreement, and that no monetary consideration has passed between them.

**In Witness Whereof,** the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**PHILIPS ELECTRONICS NORTH AMERICA CORPORATION**

By: 

Samuel J. Rozel  
Senior Vice President

**PHILIPS DATA STORAGE CORP.**

By: 

Charles D. Johnston  
President

## SECRETARY'S CERTIFICATE

I, Warren T. Oates, Jr., Attesting Secretary of Philips Electronics North America Corporation, do hereby certify that:

- Laser Magnetic Storage International Company, a New York General Partnership, whose partners were Philips Data Storage Corp. (51%) and Philips Electronics North America Corporation (49%) changed its name to Philips LMS, effective August 16, 1993.
- Philips LMS changed its name to Philips Laser Magnetic Storage effective December 9, 1994.
- Philips Laser Magnetic Storage was dissolved on June 30, 1996 due to the dissolution of its partner, Philips Data Storage Corp.
- The business was continued as Philips Laser Magnetic Storage, a division of Philips Electronics North America Corporation.

IN WITNESS WHEREOF, I have signed my name and affixed the Corporate Seal at New York, N.Y., this 28th day of October, 1998.

  
\_\_\_\_\_  
Attesting Secretary