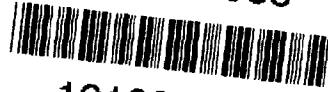


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04-07-1999



1 SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

-Y

3.29.99

Tab settings

To the Honorable Commissioner of Patents and Trademarks 101003413

attached original documents or copy thereof.

1. Name of conveying party(ies): AST Research, Inc.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State DELAWARE
Other

2. Name and address of receiving party(ies)
Name: AST Computers, LLC
Internal Address: 2029 Century Park East
Street Address: 14th Floor
City: Los Angeles State: CA ZIP: 90067

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Delaware limited liability company

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

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

Execution Date: JANUARY 11, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,162,281 1,659,475 1,414,769
2,051,111 1,483,170 1,414,768
2,059,607 1,413,118 1,413,108

Additional numbers attached? Yes No

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

Name: Bernard R. Gans, Esq.

Internal Address: JEFFER, MANGELS, BUTLER & MARMARO LLP

Street Address: 2121 Avenue of the Stars
Tenth Floor

City: Los Angeles State: CA ZIP: 90067

04/07/1999 DNEUYEN 00000074 100440 2162281

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

10-0440

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

01 FC:481 40.00 CH
02 FC:482 200.00 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.

Bernard R. Gans, Esq
Name of Person Signing

Bernard R. Gans
Signature

3/25/99

Date

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

7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1879 FRAME: 0041

ASSIGNMENT OF TRADEMARKS

ASSIGNOR: AST Research, Inc., a Delaware corporation
16225 Alton Parkway
Irvine, California 92618

ASSIGNEE: AST Computers, LLC, a Delaware limited liability company
2029 Century Park East, 14th Floor
Los Angeles, California 90067

This Assignment is being entered into and is being made effective on January 11, 1999 (“Effective Date”).

For valuable consideration, the receipt and adequacy whereof are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts:

A. All worldwide rights, title and interest in and to all trademarks, service marks, marks, trade dress, trade names, and other indicia of trade or source identity, and all registrations and applications for registration thereof, owned by Assignor, including without limitation the items and registrations identified in Schedule 1 attached hereto (hereinafter collectively and individually referred to as the “Marks”);

B. The goodwill of the business connected with the use of and symbolized by the Marks (the “Goodwill”);

C. All claims for violation or infringement of and rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the Marks or injury to the Goodwill, together with the right to sue or recover the same in the Assignee’s name; and

D. All rights to the domain name AST.COM and all other domain names owned by Assignor; provided that Assignor shall have not more than sixty (60) days following the Effective Date to commence operation of a web site on the Internet (with a domain name which shall not include the name “AST” or variant thereof), at which time Assignee shall have full right to use the domain name AST.COM. Assignee shall install a prominent hypertext link to Assignor’s web site on Assignee’s start up page and install hypertext links to Assignor’s web site at all relevant pages, at Assignee’s web site at AST.COM. The parties shall cooperate with each other to effectuate this transition as smoothly and expeditiously as possible and, notwithstanding the sixty day period set forth above, the parties shall use their mutual best efforts, cooperate with each other and devote significant resources, attention and energy to complete this

transition as promptly as practicable after the Effective Date in view of the importance to Assignee's business of operating at the AST.COM web site as promptly as practicable after the Effective Date.

E. Notwithstanding the above, all marks identified on Schedule 2 and their associated rights, applications, and registrations are excluded from this Assignment.

The foregoing assignment shall be effective worldwide (except in Europe) upon the Effective Date. The foregoing assignment shall be effective with respect to Europe on the date that is six (6) months after the Effective Date. For purposes hereof, "Europe" shall mean the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden and United Kingdom.

Assignor represents and warrants to Assignee that, as of this date, to the actual knowledge of the current President and current Chief Financial Officer of Assignor without having conducted any due diligence (i) the Marks are free and clear of any license, mortgage, pledge, option, escrow, hypothecation, lien, security interest, financing statement, lease, charge, encumbrance, conditional sale or other title retention or security agreement or any other similar restriction, claim or right of others, whether arising by contract or operation of law; (ii) Assignor owns the registrations identified on Schedule 1 hereto; (iii) Assignor has the right to sell and assign the registrations identified in Schedule 1 hereto to Assignee; (iv) Assignor has not received any written claim of infringement within the past year arising from Assignor's use of the Marks; and (v) Assignor is not a party to any written license, agreement, or any other contractual arrangement, whether as licensor, licensee, franchisor, or franchisee, which would impair in any way Assignee's full and exclusive right to own and commercially exploit the Marks identified on Schedule 1. Except for the foregoing, Assignor makes no other representations or warranties with respect to the Marks.

Assignee agrees that it will not use any mark comprising AST RESEARCH or record its ownership of such marks prior to the date on which Assignor is required to change its corporate name as required in Section 1.2 of the Covenant and Indemnification Agreement.

Assignee shall be responsible for all fees and costs associated with the assignment, recordation and maintenance of the Marks.

Assignor shall cooperate with Assignee and shall deliver to Assignee such further instruments and documents and shall do such other acts as shall be reasonably necessary to effect the assignment and transfer of the Marks, Goodwill, and other assets herein assigned to Assignee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the Effective Date.

AST RESEARCH, INC.

By: Soon Taek Kim
Name: SOON TAEK KIM
Title: President & CEO

AST COMPUTERS, LLC

By: Benny Alagem
Name: BENNY ALAGEM
Title: Chairman, CEO & President

SCHEDULE 1

UNITED STATES				
MARK	REG NO.	REG. DATE	SERIAL NO.	FILING DATE
ASCENTIA	2,162,281	6/2/98		
AST (Stylized Letters)	2,051,111	4/8/97		
AST COMPUTER and Design	2,059,607	5/6/97		
AST	1,659,475	10/8/91		
AST PREMIUM	1,483,170	4/5/88		
AST (Stylized Letters)	1,413,118	10/14/86		
AST RESEARCH	1,414,769	10/28/86		
AST RESEARCH	1,414,768	10/28/86		
AST	1,413,108	10/14/86		

SCHEDULE 1 (Cont.)

CALIFORNIA		
MARK	REGISTRATION NO.	REGISTRATION DATE
AST	74,454	9/17/84
AST RESEARCH (Stylized Letters)	76,335	3/18/85
AST RESEARCH (Stylized Letters)	76,333	3/18/85
AST (Stylized Letters)	75,707	1/8/85
AST (Stylized Letters)	75,706	1/8/85
AST PREMIUM (Stylized Letters)	84,858	9/18/87
AST PREMIUM (Stylized Letters)	84,857	9/18/87
AST (Stylized Letters)	74,456	9/17/84
AST RESEARCH	76,393	3/18/85
AST RESEARCH	76,392	3/18/85

UNREGISTERED MARKS

BRAVO

ASTVISION

SCHEDULE 2

UNITED STATES

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GRID BARPEN	1,751,129	2/9/93
PALMPAD	1,769,206	5/4/93
GRIDREFORMAT	1,713,193	9/8/92
GRIDMASTER	1,727,120	10/27/92
GRIDCASE	1,369,930	11/12/85
GRID	1,338,825	6/4/85
Other GRID Related Marks		

CALIFORNIA

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GRID (Stylized Letters)	65,724	3/16/82

ADDITIONAL TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>
GRIDPAD/GRID	USA/Japan/Taiwan/Turkey
PALMPAD	USA/UK/Canada/Austria/France/Benelux/ Germany/Italy
ADVANTAGE	USA/France/Taiwan/China
CUPID	California
TRILLION TECHNOLOGY	USA
PRONTO! PRO	USA
PRONTO!	USA
SMARTSEND	USA