

OMB No. 04



Tab se

T 101044755

d Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Markus Fest

*EM
MLD
5-11-99*

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

22

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

Execution Date: March 16, 1999

2. Name and address of receiving party(ies)

Name: Adaptec, Inc.

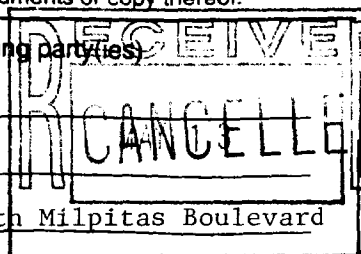
Internal Address:

Street Address: 691 South Milpitas Boulevard

City: Milpitas State: CA ZIP: 95035

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A 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)

TOAST CD-ROM 75/073340

TM

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Allyn Taylor, Esq.

Internal Address:

Gray Cary

Street Address: 400 Hamilton Avenue

05/25/1999 JSHABAZZ 00000004 071907 75073340

CF: 40 40.00 CH

City: Palo Alto State: CA ZIP: 94301

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Gray Cary 07-1907

(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.

Cheryl A. Goodall

Name of Person Signing

Cheryl A. Goodall

Signature

May 5, 1999

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 001900 FRAME: 0929

COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Applicant Adaptec, Inc.)
Serial No.: 75/073340)
Filed: March 15, 1996)
Mark: TOAST CD-ROM)

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

REVOCATION OF POWER OF ATTORNEY AND
APPOINTMENT OF NEW ATTORNEY

Sir:

Applicant hereby revokes all previous powers of attorney and appoints the following attorneys of the law firm of Gray Cary Ware & Freidenrich:

Allyn Taylor, Esq., Mark F. Radcliffe, Esq., Stacy A. Snowman, Esq., Francoise Gilbert, Esq., Margaret M. Powers, Esq., Michelle R. Harbottle, Esq., Eliane Setton, Esq., Daniel R. Cook, Esq., Ian N. Feinberg, Esq., David Dolkas, Esq. and Andrew P. Valentine, Esq. to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

All correspondence concerning this application should be sent to:

Allyn Taylor, Esq.
GRAY CARY WARE & FREIDENRICH LLP
400 Hamilton Avenue
Palo Alto, California 94301-1825, U.S.A.
(650) 833-2170

Adaptec, Inc.

Andrew Brown
Chief Financial Officer

5/11/99
(Date)

CERTIFICATE OF EXPRESS MAILING
I, EMILY SILVA
do hereby certify that the foregoing document are being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to the Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513
Signature: [Signature]
Express Mail Label No. EF050237073US
Date of Deposit: 5/12/99

PA\907669.1
1010383-903450
05/11/99 10:01

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into as of 16 MARCH, 1999 by and between Markus Fest ("Assignor"), an individual residing at Griesstr 32e, 82239 Alling, Germany and Adaptec, Inc. ("Assignee"), a Delaware corporation, with its principal place of business at 691 South Milpitas Boulevard, Milpitas, California, United States 95035.

WHEREAS, Markus Fest owns all right, title and interest in the following registrations (the "Marks"):

<u>Marks</u>	<u>Application/Registration No.</u>	<u>Filing Date/Registration Date</u>
TOAST CD-ROM (US)	75/073340	03/15/96
TOAST CD-ROM (GE)	2082279	10/24/94

WHEREAS Adaptec, Inc., is desirous of acquiring all right, title and interest in and to said Marks, registrations and applications;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant.** Assignor does hereby assign to Assignee all right, title, and interest in and to said Marks and said registrations and said applications therefor in the United States and throughout the world, together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to recover for damages and profits for past infringements thereof, if any.

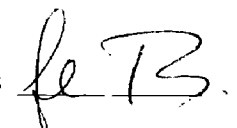
2. **Warranties and Representations by Assignor.** Assignor represents and warrants to Assignee that Assignor owns all right, title and interest in and to said Marks and said registrations and applications, free and clear of all claims, liens and encumbrances, that apart from Assignee, Assignor has not licensed the Marks to any other party and that Assignor has the power to assign the Marks together with the aforementioned applications and registrations to Assignee. Assignor further warrants and represents that to the best of its knowledge said Marks do not infringe or violate the rights of any third party and that the Marks have not infringed or violated the trademark, trade name, service mark or other proprietary rights of any person, nor has any claim of infringement or violation been made. Assignor has no knowledge of any suit, action, claim, proceeding, or governmental or administrative investigation or action pending or threatened against said Marks. Assignor warrants and represents that the sale, transfer, assignment and delivery of said Marks and said registrations and applications will transfer to Assignee full legal title to said Marks and said registrations and applications, free and clear of all liens and encumbrances.

3. **Payment:** Upon the execution of this Agreement, Assignee shall pay Assignor Seven Hundred Fifty Thousand Dollars (\$750,000.00) by certified check or wire transfer. Payment of such amounts shall be Assignee's only continuing obligation to Assignor after the date hereof.

4. **Further Actions.** The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the Marks assigned, whether in connection with any registration of such title or otherwise. Upon execution hereof, Assignor shall deliver to Assignee the form of Assignment attached hereto as Exhibit A, to be recorded with the appropriate trademark registries. Assignor further agrees that, without additional compensation but without cost, it will promptly communicate to Assignee any facts known to Assignor respecting the marks whenever requested, and will testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do everything reasonable to aid Assignee, as and when requested by it, in obtaining and enforcing proper protection for the mark. Whenever practicable and reasonable, Assignor's obligation relating to this provision shall occur in California.

5. **Termination of Assignor's Use of Marks.** Assignor will cease and desist from any use of the marks in any manner whatsoever on or before one (1) week from the date hereof (the "Interim Period"). During the Interim Period, Assignor will not take or fail to take any actions that would diminish the value of the Marks. Thereafter, Assignor will not adopt or use as part of all of any corporate name, trade name, trademark, service marks or certifications mark the Marks or any designation confusingly similar to the Marks.

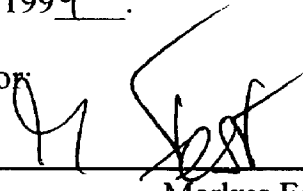
6. **Miscellaneous.** This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of California, without regard to its choice of law principles. Any suit or action at law or in equity initiated by either party to enforce or interpret this Agreement will be brought in a court of competent jurisdiction in Santa Clara County, California. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be construed as a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing. This Agreement shall be binding on, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. If any provision of this Agreement is found to be invalid or unenforceable, the balance of this agreement will remain in effect, and if any provision is in application to any circumstance it will nevertheless remain applicable to all other circumstances. All notices and communications required by this Agreement will be in writing and will be considered given on the date of service if served personally or by facsimile on the party to whom notice is to be given, or ten (10) days after mailing if mailed to a party to whom notice is to be given if by prepaid certified or registered mail, return receipt requested to a party at the respective address stated at the beginning of this Agreement or at such other address as a party may specify by written notice to the other.



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this

16 day of MARCH, 1999.

Assignor:

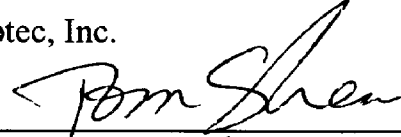


Markus Fest

Assignee:

Adaptec, Inc.

By:



Print:

Tom Shea

Title:

VP | GM OSG

EXHIBIT A

ASSIGNMENT OF REGISTERED TRADEMARKS

WHEREAS, Markus Fest (The "Assignor"), an individual residing at Griesstr 32e, 82239 Alling, Germany, is the owner of the following applications and/or registrations:

<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Date of Filing/Registration</u>
TOAST CD-ROM (US)	75/073340	03/15/96
TOAST CD-ROM (GE)	2082279	10/24/94

WHEREAS, Adaptec, Inc. ("Adaptec"), a Delaware corporation, having its principal offices at 691 South Milpitas Boulevard, Milpitas, California, United States 95035, is desirous of acquiring said registered trademarks;

NOW, THEREFORE, in consideration of good and valuable consideration, Assignor hereby assigns to Assignee, all right, title and interest worldwide in and to said trademarks together with the goodwill of the business symbolized by said trademarks and any registrations thereof.

Signed at Milpitas,, this 16 day of MARCH, 1999
California

Assignor

By: 

Name: Markus Fest