

06-07-1999



101056488

COVER SHEET

Docket No.:

CS ONLY

4743511

Tab settings → → → ▼

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

1. Name of conveying party(ies):

SyQuest Technology, Inc.

6.1.99

- Individual(s)
- General Partnership
- Corporation-State California
- Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Iomega Corporation

Internal Address: _____

Street Address: 1821 West Iomega Way

City: Roy State: UT ZIP: 84067

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

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

Execution Date: April 2, 1999

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

A. Trademark Application No.(s)

See attached Schedules A-F

B. Trademark Registration No.(s)

See attached Schedules A-F

Additional numbers Yes No

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

Name: James C. Brooks, Esq.

Internal Address: _____

LYON & LYON LLP

Street Address: 633 West Fifth Street

Suite 4700

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:.....

14

7. Total fee (37 CFR 3.41):.....\$ \$560.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-2475

\$195.00

DO NOT USE THIS SPACE

06/03/1999 MTHAI1 00000176 1962141

01 FC:481 40.00 DP
02 FC:482 325.00 DP

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.

James C. Brooks

Name of Person Signing

James C. Brooks
Signature

Refund Ref: 06/03/1999 MTHAI1 0000081675

May 17, 1999

Date

Check Refund Total: \$195.00

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 001906 FRAME: 0905

SCHEDULE A**REGISTERED U.S. TRADEMARKS**

| U.S. Reg. No. | Date of Reg. | Mark |
|----------------------|---------------------|---|
| 1,962,141 | 3/12/96 | SYDOS (Block letters) |
| 2,022,598 | 12/10/96 | EZ135 DRIVE |
| 2,053,376 | 4/15/97 | EZ135 |
| 1,901,549 | 6/27/95 | SYDOS A DIVISION OF SYQUEST TECNOLOGY (sm) |
| 1,795,637 | 9/28/93 | IOTA |
| 1,339,056 | 6/4/85 | SYQUEST |
| 1,701,586 | 7/21/92 | MISCELLANEOUS DESIGN |
| 1,851,890 | 8/30/94 | SQM |
| 2,168,252 | 6/23/98 | EZFLYER |
| 2,213,274 | 12/22/98 | SYJET |

SCHEDULE B

PENDING U.S. TRADEMARKS

| U.S. Reg. No. | Filing Date | Mark |
|----------------------|--------------------|-----------------------------|
| 74/168,977 | 5/22/91 | SYDOS (Stylized)- Intent |

SCHEDULE C

ABANDONED U.S. TRADEMARKS

| U.S. Serial/Reg. No. | Filing/Reg. Date | Mark | Date Abandoned |
|----------------------|------------------|--------------------|----------------|
| 1,342,356 | 6/18/85 | SYQUEST and Design | 5/4/98 |
| 75/143,504 | 8/1/96 | ROCKET (ITU) | 5/4/98 |
| 75/161,812 | 9/5/96 | SYBACK (ITU) | 3/15/98 |

SCHEDULE D

REGISTERED INTERNATIONAL TRADEMARKS

| Country | Reg. No. | Date of Reg. | Mark |
|----------------|-----------------|---------------------|---|
| Germany | 2064669 | 5/11/94 | SYDOS (Stylized) |
| France | 95597325 | 11/14/95 | EZ135 DRIVE |
| Germany | 39546674 | 4/24/96 | EZ135 DRIVE |
| France | 95597324 | 11/14/95 | EZ135 |
| Great Britain | 2044076 | 7/26/96 | EZ135 |
| Germany | 39546673 | 4/24/96 | EZ135 |
| Germany | 2064668 | 5/11/94 | SYDOS A DIVISION OF SYQUEST TECHNOLOGY |
| Australia | A562957 | 9/5/91 | SYQUEST |
| Austria | 160279 | 10/4/95 | SYQUEST |
| Benelux | 502734 | 5/6/92 | SYQUEST |
| Canada | 402719 | 9/11/92 | SYQUEST |
| Czech. | 204352 | 10/30/97 | SYQUEST |
| France | 1700602 | 10/21/91 | SYQUEST |
| Great Britain | 1474932 | 8/30/91 | SYQUEST |
| Germany | 2030232 | 2/15/93 | SYQUEST |
| Hong Kong | 1850/93 | 9/20/91 | SYQUEST |
| Hungary | 146715 | 7/24/95 | SYQUEST |
| Italy | 627091 | 6/27/94 | SYQUEST |
| Japan | 2698572 | 10/31/94 | SYQUEST |
| South Korea | 258759 | 2/19/93 | SYQUEST |
| Mexico | 401722 | 10/31/91 | SYQUEST |
| New Zealand | 212676 | 9/5/91 | SYQUEST |
| Peru | 32015 | 12/23/96 | SYQUEST |
| Philippines | 55841 | 8/18/93 | SYQUEST |
| Singapore | 8109/91 | 8/29/91 | SYQUEST |
| Slovakia | 9571007 | 8/19/96 | SYQUEST |
| Switzerland | 431142 | 11/21/96 | SYQUEST |
| Taiwan | 637376 | 3/16/94 | SYQUEST |
| Thailand | KOR18790 | 7/19/93 | SYQUEST |
| France | 92/442038 | 11/17/92 | SQM |
| China | 1006564 | 5/14/97 | SYQUEST in Chinese |
| China | 1021918 | 6/7/97 | SYQUEST in Chinese |
| Taiwan | 771530 | 8/16/97 | SYQUEST in Chinese |
| Taiwan | 761448 | 5/16/97 | SYQUEST in Chinese |
| France | 97661577 | 1/31/97 | EZFLYER |
| Great Britain | 2122558 | 8/29/97 | EZFLYER |
| Germany | 39704238 | 10/15/97 | EZFLYER |
| France | 97661678 | 1/31/97 | SYJET |
| Great Britain | 2122569 | 5/29/98 | SYJET |
| Germany | 39704239 | 10/10/97 | SYJET |

SCHEDULE E**PENDING INTERNATIONAL TRADEMARKS**

| Country | Serial No. | Date of Filing | Mark |
|----------------|-------------------|-----------------------|--------------------|
| Hong Kong | 15528/1995 | 11/30/95 | SYQUEST in Chinese |
| Singapore | S/12047/95 | 12/13/95 | SYQUEST in Chinese |
| Singapore | S/343/96 | 1/10/96 | SYQUEST in Chinese |
| Italy | M197C000776 | 1/31/97 | EZFLYER |
| Italy | M197/C-000846 | 2/3/97 | SYJET |

SCHEDULE F

ABANDONED INTERNATIONAL TRADEMARKS

| Country | Serial/Reg No. | Date of Registration | Mark | Date of Abandonment |
|----------------|-----------------------|-----------------------------|-----------------|----------------------------|
| Australia | A568064 | 7/7/93 | SYDOS | 6/17/98 |
| Benelux | 506569 | 7/1/92 | SYDOS | 6/17/98 |
| Canada | TMA435516 | 11/18/94 | SYDOS | 6/17/98 |
| France | 1700603 | 10/21/91 | SYDOS | 6/17/98 |
| Italy | 627092 | 6/27/94 | SYDOS | 6/17/98 |
| S. Korea | 258761 | 2/19/93 | SYDOS | 6/17/98 |
| Singapore | 8248/91 | 9/3/91 | SYDOS | 1/31/98 |
| Taiwan | 637377 | 4/16/94 | SYDOS | 6/17/98 |
| Poland | Z-151836 | filed 9/28/95 | SYQUEST | 3/31/98 |
| Australia | A562956 | 4/5/93 | SYQUEST Logo | 4/22/98 |
| Benelux | 507558 | 8/3/92 | SYQUEST Logo | 4/22/98 |
| Canada | 409780 | 3/19/93 | SYQUEST Logo | 4/22/98 |
| France | 1700600 | 10/21/91 | SYQUEST Logo | 4/22/98 |
| Great Britain | 1476286 | 9/11/91 | SYQUEST Logo | 4/22/98 |
| Germany | 2030233 | 2/15/93 | SYQUEST Logo | 4/22/98 |
| Hong Kong | 00532/1994 | 9/20/91 | SYQUEST Logo | 4/22/98 |
| Italy | 627090 | 6/27/94 | SYQUEST Logo | 4/22/98 |
| Japan | 2701048 | 12/22/94 | SYQUEST Logo | 4/22/98 |
| S.Korea | 258760 | 2/19/93 | SYQUEST Logo | 4/22/98 |
| Mexico | 427958 | 12/17/92 | SYQUEST Logo | 4/22/98 |
| New Zealand | 212677 | 9/5/91 | SYQUEST Logo | 4/22/98 |
| Peru | 35191 | 2/28/97 | SYQUEST Logo | 4/22/98 |
| Philippines | 58317 | 6/2/94 | SYQUEST Logo | 4/22/98 |
| Singapore | 8249/91 | filed 9/3/91 | SYQUEST Logo | 4/22/98 |
| Spain | 1664116 | filed 10/28/91 | SYQUEST Logo | 4/22/98 |

| Country | Serial/Reg No. | Date of Registration | Mark | Date of Abandonment |
|----------------|-----------------------|-----------------------------|-----------------------------|----------------------------|
| Taiwan | 665897 | 12/31/94 | SYQUEST Logo | 4/22/98 |
| Thailand | KOR29379 | 5/22/95 | SYQUEST Logo | 4/22/98 |
| Austria | 160237 | 10/3/95 | MISCELLAN EOUS DESIGN | 6/17/98 |
| Czech | 204351 | 10/30/97 | MISCELLAN EOUS DESIGN | 6/17/98 |
| Hungary | M9502080 | filed 7/24/95 | MISCELLAN EOUS DESIGN | 4/1/98 |
| Peru | 36925 | 7/23/97 | MISCELLAN EOUS DESIGN | 6/17/98 |
| Poland | Z-151835 | filed 9/28/95 | MISCELLAN EOUS DESIGN | 3/31/98 |
| Slovenia | 9571006 | 8/19/96 | MISCELLAN EOUS DESIGN | 6/17/98 |
| Switzerland | 431206 | 7/27/95 | MISCELLAN EOUS DESIGN | 6/17/98 |
| Hong Kong | 15416/1995 | filed 12/5/95 | SYQUEST in Chinese | 4/1/98 |
| France | 97661576 | 1/31/97 | ROCKET | 4/27/98 |
| Great Britain | 2122568 | filed 1/31/97 | ROCKET | 4/27/98 |
| Germany | 39704261 | 10/10/97 | ROCKET | 4/27/98 |
| Italy | MI97/C-000845 | filed 2/3/97 | ROCKET | 4/27/98 |

**ASSIGNMENT
(Trademark)**

WHEREAS **SYQUEST TECHNOLOGY, INC.**, having its principal place of business at 47071 Bayside Parkway, Fremont, CA 94538 (hereinafter referred to as "ASSIGNOR"), owns the following Trademarks listed on Schedules A-F attached hereto, for which applications for Trademark registration in the United States of America or foreign countries have 1) been executed and filed or 2) have registered; and

WHEREAS, **IOMEGA CORPORATION**, a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal place of business at 1821 West Iomega Way, Roy, Utah 84067 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under such Trademarks or similar legal protections to be obtained therefor in the United States of America, its territorial possessions and/or in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said Trademarks and to all registrations or applications or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said Trademarks by said applications, and any and all claims which may have arisen thereunder prior to the date of this Assignment, including any cause of action for past infringement which may have arisen prior to the date of this Assignment and all the goodwill of the business associated with and symbolized by the foregoing trademarks, registrations, applications and similar legal protection; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to register said Trademarks or any legal equivalents thereof based on any pending U.S. Trademark application to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

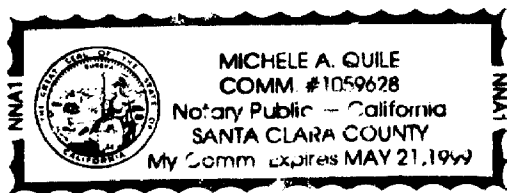
ASSIGNOR agrees, without expense to it, to promptly execute all lawful papers and to perform all other lawful acts which ASSIGNEE may reasonably request to evidence, describe or effectuate this Assignment.

Signed at PALO ALTO, CA, this 2nd day of APRIL, 1999.

By: Edward L. Marinard
Name EDWARD L. MARINARD
Title Chairman
SyQuest Technology, Inc.

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On this 2nd day of APRIL, 1999, before me, personally appeared EDWARD L. MARINARD, known to me to be the person or provided to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Michele A. Quile
Notary Public in and for
said County and State