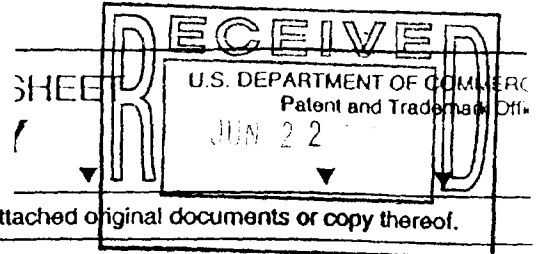


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Second Glance Software

- Individual(s)
- General Partnership
- Corporation-State
- Other Sole Proprietorship
- 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 29, 1999

2. Name and address of receiving party(ies)

Name: Adobe Systems Incorporated

Internal Address: _____

Street Address: 345 Park Avenue

City: San Jose State: CA ZIP: 95110

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

If assignee is not domiciled in the United States, a domestic representative designator is attached: 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)

6-22-99

B. Trademark Registration No.(s)

2,151,180

Additional numbers attached? Yes No

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

Name: Batur H. Oktay

Internal Address: Adobe Systems Incorporated

Street Address: 801 North 34th Street

City: Seattle State: WA ZIP: 98103

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:

010340

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

06/24/1999 NTHA11 00000257 010340 2151180

DO NOT USE THIS SPACE

01-FC-481 40.00 CH

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.

Vincent E. Bryan III
Corporate Counsel and
Name of Person Signing
Assistant Secretary

Signature

June 21, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

EXHIBIT A

**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
ADOBE SYSTEMS INCORPORATED AND SECOND GLANCE SOFTWARE, INC.**

This Trademark Assignment Agreement (hereinafter, the "Agreement") is effective this 29th day of March, 1999 by and between Adobe Systems Incorporated, a Delaware corporation having its principal place of business at 345 Park Avenue, San Jose, California 98103 (hereinafter, Assignee) and Second Glance Software, a sole proprietorship having its principal place of business at 7248 Sunset Avenue NE, Bremerton, Washington 98311 ("Assignor"). Hereinafter, Assignor and Assignee will be collectively referred to as the "Parties".

RECITALS

A. Whereas, Assignor is the owner of common law rights in the mark "E-PAPER" (the "Trademark," which includes any and all related trademark applications and registrations, including U.S. Trademark Registration No. 2,151,180 for E-PAPER (stylized)) in use by Assignor at least as early as November 1, 1995 and in use in commerce at least as early as May 1, 1996;

B. Whereas, Assignee wishes to acquire all right, title and interest in and to Assignor's rights in the Trademark and the goodwill associated therewith, and any and all related applications or registrations;

Now, Therefore, in consideration of the promises and the mutual agreements, covenants and provisions contained herein, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee and its successors, assigns and legal representatives, and Assignee does hereby accept all of Assignor's right, title and interest, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, in and to the Trademark, together with the goodwill of the business symbolized by the Trademark.

2. Assignor covenants that, upon the request of Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Trademark as may be known and reasonably accessible to Assignor and will testify as to the same in any interference, litigation or any proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce the Trademark, which Assignee in each case may reasonably in good faith deem necessary or desirable to carry out the purpose thereof. Assignee agrees to pay all out-of-pocket costs and expenses (including reasonable attorneys fees) associated with any of the foregoing requests.

In Witness Whereof, the undersigned has caused its duly authorized representative to execute this Agreement effective as of the date shown above and in the capacity shown below.

ASSIGNOR

SECOND GLANCE SOFTWARE

By: [Signature]
Name: George Lance Gilbert
Title: President

ASSIGNEE

ADOBE SYSTEMS INCORPORATED

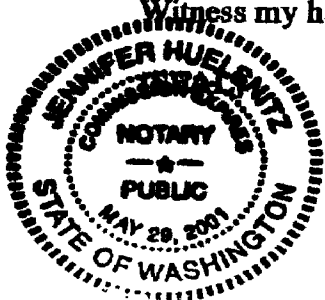
By: [Signature]
Name: Bruce R. Chizen
Title: Exec. VP Worldwide Products & Marketing

State of Washington

County of Kittitas

On this 31st day of March, 1999, personally appeared before me George Gilbert, known to me to be President of SECOND GLANCE SOFTWARE, INC., the assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said assignor and pursuant to authority duly received.

Witness my hand and official seal.



[Signature]
Notary Public
Commission Expires: 11-5-01
Printed Name: Jennifer Huelentz