

06-30-1999

To the Assistant Commissioner for Trademarks



original documents or copy thereof.

101080270

1. Name of conveying party(ies):
Novell, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 13 November 1998

and address of receiving party(ies):

Name: X/Open Company Limited
Internal Address: Apex Plaza
Street Address: Forbury Road

City: Reading State: Berkshire Zip: RG1 1AX

- Individual(s) citizenship
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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 name(s) & address(es) attached?
 Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

- 1. 1392 203
- 2. 1390 593
- 3. 1780 785

Additional numbers attached? Yes No

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

Name: James E. Bradley

FELSMAN, BRADLEY, VADEN, GUNTER & DILLON, LLP

201 Main Street, Suite 1600

Fort Worth, Texas 76102-3105

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 1.21(h))
\$ 90.00

- Enclosed
- Authorized to charge any additional fees due to deposit account



DO NOT USE THIS SPACE

06-22-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

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.

Cathy Mobley
Name of Person Signing

Cathy Mobley
Signature

June 22, 1999
Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks, Box Assignments, 2900 Crystal Drive, Arlington, Virginia 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

06/29/1999 DNGUYEN 00000227 1392203

01 FC:481 40.00 DP
02 FC:482 50.00 DP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ATTORNEY DOCKET NO. 1567JB-34403

In re Application of
X/OPEN COMPANY LIMITED
Serial No.: To Be Assigned
Mailing date: Herewith
Mark: UNIX


DESIGNATION OF DOMESTIC REPRESENTATIVE

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

Sir:

The law firm of FELSMAN, BRADLEY, VADEN, GUNTER & DILLON, LLP, whose postal address is 201 Main Street, Suite 1600, Forth Worth, Texas 76102-3105, is hereby designated Applicant's Representative upon whom notice or process in proceedings affecting the mark may be served.

X/OPEN COMPANY LIMITED

By:  (STEVE NUNAN)

Title: VP, COMPANY SECRETARY

Date: 4th May 1999

TOTAL P.02

TRADEMARK
REEL: 001920 FRAME: 0795

DEED OF ASSIGNMENT

THIS AGREEMENT is made this 13th day of November one thousand nine hundred and ninety eight.

BETWEEN Novell, Inc, a corporation organised under the laws of Delaware, of 1555 North Technology Way, Orem, Utah 84097-2395, USA (hereinafter called "the Assignor") of the one part.

AND X/Open Company Limited, a British company of Apex Plaza, Forbury Road, Reading, Berkshire, RG1 1AX (hereinafter called "the Assignee") of the other part.

WHEREAS

1. The Assignor is the Proprietor of the trade marks referred to in the Schedule hereto (hereinafter referred to as "the said trade marks").
2. It has been agreed between the parties that the Assignor shall assign to the Assignee the said trade marks.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. For good and valuable consideration and the sum of One Dollar (\$1.00) now paid to the Assignor by the Assignee (the receipt whereof the Assignor hereby acknowledges) the Assignor hereby assigns unto the Assignee all property, right, title and interest in the said trade marks with the business and goodwill attached to the said trade marks TO HOLD the same unto the Assignee absolutely.
2. This assignment includes the right of the assignee to bring action and claim relief and damages in respect of any infringement of said trade marks which occurred prior to the date of this assignment.

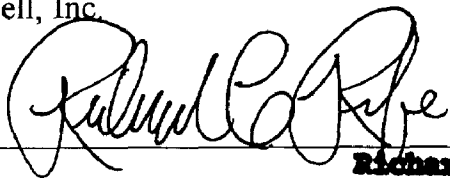
SCHEDULE

COUNTRY	TRADE MARK	NUMBER
USA	UNIX	1392 203
USA	UNIX	1390 593
USA	UNIX SYSTEM LABORATORIES	1780 785

IN WITNESS WHEREOF the parties hereto have executed this agreement in accordance with their respective constitutions the day and year first above mentioned.

FOR AND ON BEHALF OF

Novell, Inc.



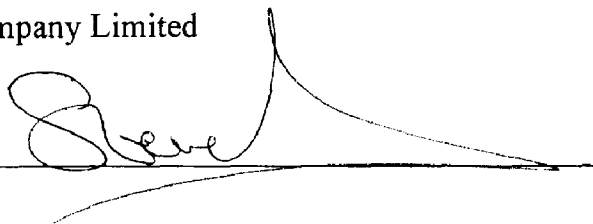
Richard C. Rife
Vice President &
Assistant Corporate Secretary

IN THE PRESENCE OF



FOR AND ON BEHALF OF

X/Open Company Limited



IN THE PRESENCE OF

S Thompson