

7.6.99

07-12-1999

To the Honorable Commissioner of Patents and Trademarks



nts or copy thereof.

1. Name of conveying party(ies):

101087812

ng party(ies)

Visioneer, Inc.

Primax Electronics Ltd.

- Individual(s) Association
- General Partnership Limited Partnership

X Corporation-State: Delaware

Other

Additional name(s) of conveying parties attached? Yes No

Internal Address:

Street Address:

6F., No. 159, Kang Ning Street, His Chih Town

City: Taipei Hsien State: Taiwan, ROC ZIP:

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 X No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

3. Nature of conveyance:

X Assignment Merger

Security Agreement Change of Name

Other:

Execution Date: June 14, 1999

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 2,046,734; 2,129,198; 1,884,258; 1,977,073

Additional numbers attached? Yes X No

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

Name: Bruce W. Schwab, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 4

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

Enclosed XX Charge Fees to Deposit Account

X Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

Bruce W. Schwab
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 2

10. Change Correspondence Address to that of Part 5? Yes No

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

Do not detach this portion

Mail documents to be recorded with required cover to:

07/08/1999 DNGUYEN 00000294 201430 2046734

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

01 FC:481 40.00 CH
02 FC:482 75.00 CH

TRADEMARK
REEL: 001925 FRAME: 0280

SCHEDULE I (REGISTERED)

	Trademark	Country	Appln. No.	Filing Date	Reg. No.
1	ANYPORT	U.S.	74/665,925	April 25, 1995	2,046,734
2	VISIONEER	U.S.	74/395,777	May 27, 1993	2,129,198
3	V & Design	U.S.	74/414,782	July 20, 1993	1,884,258
4	PAPER DRIVEN	U.S.	74/443,493	October 4, 1993	1,977,073

ASSIGNMENT

This **AGREEMENT**, made as of the 3rd day of May, 1999

BETWEEN VISIONEER, INC. organized under the existing laws of USA, having a business place at 34800 Campus Drive, Fremont, California 94555, U.S.A., and referred to as "the Assignor"; and PRIMAX ELECTRONICS LTD. organized under the existing laws of Taiwan, R.O.C., having a business place at 6F., No. 159, Kang Ning Street, Hsi Chih Town, Taipei Hsien, Taiwan, R.O.C. and referred to as "the Assignee",

WHEREAS, the Assignor is the owner of, and has adopted, used and is using in commerce, the five trademarks "ANYPORT", "AUTOLAUNCH", "PAPER-DRIVEN", "V & Design" and "VISIONEER" for the goods/services categorized into International Classes 9 and 39;

WHEREAS,

- 1) The Assignor is the registered proprietor of Trademark Registrations ("the Registrations") of the five trademarks "ANYPORT", "AUTOLAUNCH", "PAPER-DRIVEN", "V & Design" and "VISIONEER" ("the Trademarks") details of which are set out in Schedule I;
- 2) The Assignor has filed Trademark Applications ("the Applications") for registrations of the five trademarks "ANYPORT", "AUTOLAUNCH", "PAPER-DRIVEN", "V & Design" and "VISIONEER" ("the Trademarks") details of which are set out in Schedule II;
- 3) The Assignor wishes to assign "the Registrations" and the benefits of "the Applications" to the Assignee upon the terms hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

- 1) In consideration of the sum of one US dollars (USD1) and the other good/valuable consideration (the receipt of which is hereby acknowledged by the Assignor), the Assignor as beneficial owner hereby assigns to the Assignee:
 - a) the Registrations,
 - b) the full benefit of the Application with the intent that upon the Application proceeding to registration this Assignment shall operate to vest the proprietorship of such registration in the Assignee as registered proprietor absolutely,
 - c) the goodwill in the business in the goods specified in the Registrations and Applications; and
 - d) the right to institute and to maintain proceedings for passing off or trademark infringement against any person who in the past has wrongfully used or now or hereinafter wrongfully uses the Trademarks.

TO HOLD unto the Assignee absolutely,

- 2) The Assignor covenants that it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable or both to secure the vesting in the Assignee of all rights assigned to the Assignee hereinunder and to assist in the resolution of any question concerning the Trademarks.
- 3) It is hereby certified that the Assignment does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £ 60,000 (sixty thousand pounds).

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed and delivered by its representative as of the date first above written.

VISIONEER, INC.

By: [Signature]
 Name: J. Larry Smart
 Title: President and CEO
 Date of Signing: June 14, 1999
 Place of Signing: Fremont, Calif.

PRIMAX ELECTRONICS LTD.

By: [Signature]
 Name: Sherman Lee
 Title: Director
 Date of Signing: _____
 Place of Signing: _____