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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

08-02-1999

TRADEI



U.S. Patent & TMO/TM Mail Rpt Dt. #34

Commissioner of Patents and Trade

101112171

Documents or copy thereof.

1. Name of conveying party(ies): MKD  
8-2-99

Spectra Logic Corporation

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - Delaware  
 Other \_\_\_\_\_

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

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

Name: Sterling Software (U.S.A.), Inc.  
 Internal Address: Suite 1200  
 Street Address: 300 South Crescent Court  
 City: Dallas State: TX ZIP: 75201  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State California  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: April 15, 1999

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)  
2,036,335

Additional numbers attached?  Yes  No

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

Name: Stanley W. Sokoloff  
 Internal Address: BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN  
 Street Address: 12400 Wilshire Boulevard  
Seventh Floor  
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Deficiency of fees authorized to be charged to deposit account

8. Deposit account number:  
02-2666  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

08/06/1999 MTHAI1 00000161 2036335  
 01 FC:481 40.00 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.*

Stanley W. Sokoloff [Signature] 7/27/99  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: \_\_\_\_\_

Our File No. 81312.G165

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of April 15, 1999 ("Assignment"), by Spectra Logic Corporation, a Delaware corporation ("Assignor"), with its principal place of business at 1700 N. 55th Street, Boulder, Colorado 80301 in favor of Sterling Software (U.S.A.), Inc., a California corporation ("Assignee"), having a mailing address at c/o Sterling Software, Inc., 300 Crescent Court, Suite 1200, Dallas Texas, 75201.

### W I T N E S S E T H

**WHEREAS**, Assignor has adopted and is using the trademarks and/or service marks listed on Attachment 1 hereto, which trademarks and/or service marks are registered or have been filed for registration in the United States Patent and Trademark Office, the trademark office of the State of Colorado, and other trademark registries, to the extent indicated on Attachment 1 hereto (the "Registered Trademarks"); and

**WHEREAS**, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of March 6, 1999 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee the Registered Trademarks and the goodwill connected with and symbolized thereby, among other assets.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to the Registered Trademarks and the registrations thereof and applications therefor, together with: (i) the goodwill of the business connected with the use of and symbolized by the Registered Trademarks, (ii) all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Registered Trademarks, (iii) to the extent that any trademark or service mark applications included in the Trademarks are filed on the basis of Assignor's "intent-to-use" such trademarks or service marks, the portion of the business to which those trademarks or service marks apply (which business is

ongoing and existing), and (iv) all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Asset Purchase Agreement.

Assignor further agrees, without further consideration, but at Assignee's expense, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

SPECTRA LOGIC CORPORATION

By: 

Name: Nathan C. Thompson  
Title: Chairman and Chief  
Executive Officer

Acknowledged and  
Accepted:

**ASSIGNEE:**

STERLING SOFTWARE (U.S.A.), INC.

By: \_\_\_\_\_  
Name: Don J. McDermott, Jr.  
Title: Vice President

ongoing and existing), and (iv) all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Asset Purchase Agreement.

Assignor further agrees, without further consideration, but at Assignee's expense, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**


SPECTRA LOGIC CORPORATION

By: \_\_\_\_\_  
Name: Nathan C. Thompson  
Title: Chairman and Chief  
Executive Officer

Acknowledged and  
Accepted:

**ASSIGNEE:**

STERLING SOFTWARE (U.S.A.), INC.

By:   
Name: Don J. McDermott, Jr.  
Title: Vice President

STATE OF COLORADO )  
 )  
COUNTY OF Boulder ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Nathan C. Jones personally known to me to be the CEO of Spectra Logic Corporation, a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13<sup>th</sup> day of April, 1999.

Nathan C. Jones  
Notary Public

My commission expires: 5-18-2002

ATTACHMENT 1 TO ASSIGNMENT OF TRADEMARKS

REGISTERED  
TRADEMARKS AND APPLICATIONS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration No.</u> <u>(Application No.)</u>	<u>Registra-</u> <u>tion Date</u>	<u>Status</u>
United States	ALEXANDRIA	2,036,335	02.11.97	registered

0262810.02-New YorkS6A