

09-01-1999



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8-24-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
06151999

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

06151999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

CA

94304

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

08/31/1999 MTHAI1 00000241 082025 1895770

FOR OFFICE USE ONLY

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

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001951 FRAME: 0416

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

650-857-3869

Name

Hewlett-Packard Company

Address (line 1)

Attention: Ronellie C. Pasion

Address (line 2)

3000 Hanover Street

Address (line 3)

Legal Department, Mail Stop 20B0

Address (line 4)

Palo Alto, CA 94304

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1895770	1164278	1164475
902193		

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

08-2025

Authorization to charge additional fees:

Yes

☒

No

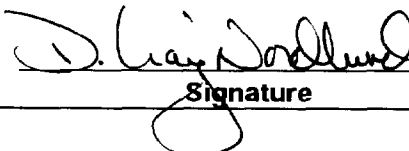
☐

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. Charges to deposit account are authorized, as indicated herein.

D. Craig Nordlund

Name of Person Signing



Signature

8/18/99

Date Signed

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of June 15, 1999, by and between Hewlett-Packard Company, a Delaware corporation ("HP"), and DCV Inc., a Delaware corporation ("DCV"). HP and the DCV are referred to collectively herein as the "Parties."

WHEREAS, pursuant to a Asset Acquisition and Settlement Agreement between the Parties dated June 15, 1999 (the "Asset Acquisition Agreement"), DCV is transferring and HP is acquiring certain patents, trademarks and other intellectual property rights; and

WHEREAS, in accord and with Article 2.3 of the Asset Acquisition Agreement, DCV has agreed to transfer and assign certain trademarks to HP;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, DCV hereby transfers, sells, conveys and assigns to HP, and to HP's successors and assigns, DCV's entire right, title and interest in the trademarks set forth on Schedule 1 hereto (the "Trademarks"), in every state, country and other territory, along with the goodwill of the business in which such Trademarks are used, or that part of the goodwill of the business connected with the use of and symbolized by such Trademarks; and all registrations of such Trademarks filed, naming, issued to, acquired, owned, or subject to a right of ownership, by or on behalf of DCV in any state, country and other territory, or in which DCV has a legal or equitable right of ownership (collectively, the "Trademark Registrations").

DCV authorizes the Commissioner of Patents and Trademarks, or any other official whose duty is to issue trademark registrations, to issue Trademark Registrations for the Trademarks in the name of HP (or its designees).

Pursuant to the Asset Acquisition Agreement, the Parties acknowledge that DCV is transferring to HP certain patents and other intellectual property rights that have been and will be used in connection with the Trademarks.

DCV further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers reasonably requested by HP to perfect the transfer to HP of all right, title and interest in the Trademark Registrations, the Marks, and the goodwill of the businesses is connected therewith.

To the best of DCV's knowledge, on reasonable inquiry, there is not and, to the best ability of DCV, there will not be, any assignment, license, or other transfer or encumbrance made by DCV that would conflict with this assignment to HP of all right, title and interest in the Trademarks and the Trademark Registrations.

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed in their names this 15th day of June, 1999.

DCV, Inc.

By: Earnest W. Porta

Title: President

Hewlett-Packard Company

By: Nancy J. Kerin

Title: GENERAL MANAGER

STATE OF DELAWARE)

NEW CASTLE COUNTY)

On this 15th day of June, 1999, before me personally appeared Earnest W. Porta, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of DCV, Inc.

James E. Flanigan
Notary Public
My Commission Expires: 11-12-00

STATE OF DELAWARE)

NEW CASTLE COUNTY)

On this 15th day of June, 1999, before me personally appeared Nancy J. Kerin, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Hewlett-Packard Company.

James E. Flanigan
Notary Public
My Commission Expires: 11-12-00

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11/12/00
JK

SCHEDULE 1
Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
PERMAPHASE	United States	1,895,770
ZIPAX	United States	902,193
ZORBAX	United States	1,164,278
	United States	1,164,475
	Benelux	400,364
	United Kingdom	1,220,256
	United Kingdom	1,219,941
	Japan	2,215,313
	Japan	2,337,201

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