

10-13-1999

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents and Ti

ginal documents or copy thereof.

1. Name of conveying party(ies):
SoftWire Corporation

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

2. Name and address of receiving party(ies):
Name: ObjectSwitch Corporation
Internal Address: _____
Street Address: 900 Larkspur Landing Circle, Suite 270
City Larkspur State CA ZIP 94939

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

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 29, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation 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)
75/297,916; 75/153,290

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alan S. Hodes
Internal Address: Limbach & Limbach L.L.P.
Street Address: 2001 Ferry Building
City, State, ZIP: San Francisco, California 94111
Telephone: (415) 433-4150
Facsimile: (415) 433-8716
Attorney Docket No. STWI-1000

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ 65.00
 Enclosed
 Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
 Authorized to be charged to deposit account

8. Deposit account number: 12-1420
(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 information is true and correct and any attached copy is a true copy of the original document.

Alan S. Hodes *Alan S. Hodes* 10/8/99
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3

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

10/13/1999 MTHA11 00000053 75297916

Do not detach this portion

01 FC:481 documents to be recorded with 40.00 OP
02 FC:482 25.00 OP

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS

THIS ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS (this "Assignment"), dated as of March 29, 1999 is from SOFTWARE CORPORATION, a California corporation with an address of 900 Larkspur Landing Circle, Suite 165, Larkspur, California ("Assignor"), to OBJECTSWITCH CORPORATION, a California corporation with an address of 900 Larkspur Landing Circle, Suite 270, Larkspur, California ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related trademark applications and registrations identified as 1) Serial No.: 75/297,916 for "**OBJECTSWITCH**" in class 9 and 42; 2) Serial No.: 75/153,290 for "**SOFTWARE**" in classes 9 and 37, together with all goodwill of the business associated with and symbolized by the Trademarks;

WHEREAS, the Assignee is a successor to that portion of the business, which is ongoing and existing, of Assignor to which the Trademarks pertain;

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith and symbolized thereby from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), \$1.00 and other good and valuable consideration, receipt of and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademark, and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, as of this day and year first above written.

ASSIGNOR:

SoftWire Corporation

Dated: March 29, 1999

By: Greg Straughn

Greg Straughn

Its: Vice President - Finance

ASSIGNEE:

ObjectSwitch Corporation

Dated: March 29, 1999

By: Greg Straughn

Greg Straughn

Its: Vice President - Finance