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FORM PTO-1618A
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OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101204033

RECORDATION FORM COVER SHEET
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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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)

City State/Country Zip Code

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

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.)

11/17/1999 JSH/BAZZ 00000090 194545 75446594

FOR OFFICE USE ONLY

1 FC:481 40.00 CH
2 FC:482 50.00 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: 001989 FRAME: 0126

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Wayne P. Bailey

Address (line 1) Storage Technology Corporation

Address (line 2) One StorageTek Drive, MS-4309

Address (line 3) Louisville, CO 80028-4309

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 303-673-8223

Name Wayne P. Bailey

Address (line 1) Storage Technology Corporation

Address (line 2) One StorageTek Drive, MS-4309

Address (line 3) Louisville, CO 80028-4309

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

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)

75/446,594 75/307,303

2,195,483

Number of Properties

Enter the total number of properties involved. # 3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00

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: # 19-4545

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.

Wayne P. Bailey

Name of Person Signing



Signature

11/3/99

Date Signed

**BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT dated August 2, 1999 between Storage Technology Corporation, a Delaware corporation ("Purchaser"), and Safeguard Interactive, Inc., a Delaware corporation ("Seller").

WITNESSETH:

WHEREAS, by an Asset Purchase Agreement dated as of July 30, 1999 (the "Asset Purchase Agreement") between Seller and Purchaser, Seller has agreed to sell to Purchaser the assets, properties and rights described and referred to in Exhibit B to the Asset Purchase Agreement and Purchaser has agreed to assume certain liabilities of Seller described and referred to in Exhibit C to the Asset Purchase Agreement; and

WHEREAS, pursuant to due authorization, Seller is executing and delivering this instrument for the purpose of selling and assigning to and vesting in Purchaser all of Seller's right, title and interest in and to the Purchased Assets (as defined in the Agreement) and Purchaser is executing and delivering this instrument in order to confirm Purchaser's assumption of the Assumed Liabilities (as so defined);

NOW, THEREFORE, in consideration of the purchase price provided in the Asset Purchase Agreement and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller hereby grants, sells, conveys, assigns, transfers, sets over to, and vests in Purchaser, its successors and assigns, all of Seller's right, title and interest, legal and equitable, in and to all of the Purchased Assets, including, without limitation, all of its rights and privileges under or otherwise in respect of any contracts, commitments and other agreements that are part of the Purchased Assets, to have and to hold the same, including the appurtenances thereof, unto Purchaser, its successors and assigns, forever, to its and their own proper use and behoof; and Seller hereby warrants title to the Purchased Assets unto Purchaser to the extent represented and warranted in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be duly executed on the date first above written.

PURCHASER

STORAGE TECHNOLOGY CORPORATION

By: _____

Name: _____

Title: _____

SELLER

SAFEGUARD INTERACTIVE, INC.

By: *William Krewin*

Name: WILLIAM KREWIN

Title: PRESIDENT

ASSET PURCHASE AGREEMENT

among:

STORAGE TECHNOLOGY CORPORATION,
a Delaware corporation

and

SAFEGUARD INTERACTIVE, INC.,
a Delaware corporation

Dated as of August 2, 1999

EXHIBIT B

PURCHASED ASSETS

“Purchased Assets” shall mean and include all of the properties, rights, interests and other tangible and intangible assets of Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP); and (ii) any other assets that are owned by Seller and that are needed for the conduct of, or are useful in connection with, the business of Seller; *provided, however*, that the Purchased Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Purchased Assets shall include:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- all Proprietary Assets and goodwill of Seller;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PROPRIETARY ASSETS

• Tradenames

- SAFEGUARD SPACESTATION – U.S. Serial No. 75/446594, registration pending
- SAFEGUARD INTERACTIVE BACKUP – U.S. Serial No. 75/307303, registration pending
- SAFEGUARD INTERACTIVE and Design – U.S. Reg. No. 2,195,483, registered on October 13,1998.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]