

MMJ
1/26/00

02-28-2000



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Docket No.:

9353-26413

Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

John A. Greenwood

JAN 6 1999

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **October 15, 1999**

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

Name: **Seagull Software Systems, Inc.**

Internal Address: **Suite 900**

Street Address: **3340 Peachtree Road, N.E.**

City: **Atlanta** State: **GA** ZIP: **30326**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Georgia**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,125,042

Additional numbers

Yes No

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

Name: **Morris, Manning & Martin, LLP**

Internal Address:

1600 Atlanta Financial Center

Street Address: **3343 Peachtree Road, N.E.**

City: **Atlanta** State: **GA** ZIP: **30326**

6. Total number of applications and registrations involved:.....

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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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.

M. SANDLIN GRIMM

1-26-99

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and



ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment is entered as of October 15, 1999 ("Effective Date") by and among Seagull Software (USA), a sole proprietorship, ("Partner") having its principal place of business at 14545 Cedar Ridge Court, Poway, California 92064-50328, John Greenwood, an individual ("Greenwood"), having his principal residence at 14545 Cedar Ridge Road, Poway, California 92065-2467 (collectively Partner and Greenwood will be referred to as the "Greenwood Entities") and Seagull Business Software, b.v., a Dutch corporation, ("SBS"), having its principal place of business at Korte Parallelweg 1, 3300 AV Dordrecht, The Netherlands, SEAGULL Holding, N.V., a Dutch corporation, ("Seagull Holding"), having its principal place of business at Korte Parallelweg 1, 3300 AV Dordrecht, The Netherlands and Seagull Software Systems, Inc., a Georgia corporation ("SSS"), having its principal place of business at 3340 Peachtree Road, NE, Suite 900, Atlanta, Georgia 30326 (collectively SBS, Seagull Holding and SSS will be referred to as the "Seagull Entities") for valuable consideration as set forth in the Agreement between the parties dated the same date in order to agree as follows:

The Greenwood Entities hereby sell, assign and transfer to SSS the entire right, title and interest in and to (i) the trade name SEAGULL, (ii) the trademark SEAGULL SOFTWARE (USA) together with all the goodwill associated therewith, whether registered or not. In addition, the Greenwood Entities hereby sell, assign and transfer to SSS the entire right, title, and interest, including, without limitation, all worldwide rights therein under copyright, trade secret, confidential information, moral rights, or other property right, together with the right to sue and recover damages for past infringements of copyrights and the like, for the United States and all foreign countries, in and to the TTT Product and the TTT Agreement.

Except as set forth in the Customer Documents (Exhibit G), the Greenwood Entities warrant and covenant that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Greenwood Entities or any predecessor in title thereto, and that the full right to convey the same as herein expressed is possessed thereby. The Greenwood Entities agree to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Seagull Entities' ownership of such property that are reasonably requested, from time to time. The Greenwood Entities agree not to register or use the name SEAGULL for any purpose in the U.S. or in any other country. This Agreement shall be governed under and enforced pursuant to the laws of the State of Georgia without regard to choice of law principles.

SEAGULL SOFTWARE (USA)

By: John A Greenwood
(Signature)

JOHN A. GREENWOOD, OWNER
(Print Name and Title)

Date: October 15, 1999

John A. Greenwood
JOHN GREENWOOD

Date: October 15, 1999

SEAGULL BUSINESS SOFTWARE B.V.

By: F van Pelt
(Signature)

F van Pelt - President & CEO
(Print Name and Title)

Date: October 25, 1999

SEAGULL SOFTWARE SYSTEMS, INC.

By: W Addington
(Print Name and Title)

Date: October 16, 1999

SEAGUL HOLDING N.V.

By: _____
(Signature)

Evan Felt - President & CEO
(Print Name and Title)

Date: October 25, 1988