



03-23-2000

U.S. Department of Commerce  
Patent and Trademark Office

RF

IEET

02-21-2000



U.S. Patent & TMO/TM Mail Rpt Dt. #40

101296494

ORIGINAL DOCUMENTS OR COPY THEREOF

2-21-00  
MAG

1. Name of conveying party(ies):  
Object Share, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State - Delaware  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?     yes     no

2. Name and address of receiving party(ies):  
 Name: Cincom Systems, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 55 Merchant Street  
 City: Cincinnati      State: OH      Zip: 45246  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Ohio  
 Other \_\_\_\_\_  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
 Execution Date: December 3, 1999

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,931,754  
1,917,668  
1,935,823

Additional numbers attached?     yes     no

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Patricia B. Hogan  
 Internal Address: Keating, Muething & Klekamp, P.L.L.  
 Street Address: 1400 Provident Tower, One E. 4<sup>th</sup> Street  
 City: Cincinnati      State: Ohio      Zip: 45202

6. Total number of applications and registrations involved: \_\_\_\_\_  
 7. Total fee (37 CFR 3.41): \$90.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number: \_\_\_\_\_  
 (Attached duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC: 181      40.00 DP  
02 FC: 182      50.00 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.*

Patricia B. Hogan  
Name of Person Signing

Signature

2/21/00  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: \_\_\_\_\_

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 3rd day of Dec, 1999 ("Effective Date") from ObjectShare, Inc. ("ObjectShare"), a Delaware corporation located at 16811 HALE AVE  
IRVINE CA 92616 ("Assignor") to Cincom Systems, Inc. ("Cincom", an Ohio corporation located at 55 Merchant Street, Cincinnati, Ohio 45246 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its (i) United States trademarks listed on Schedule A annexed hereto; (ii) the foreign trademarks listed on Schedule B annexed hereto and (iii) trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");
2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

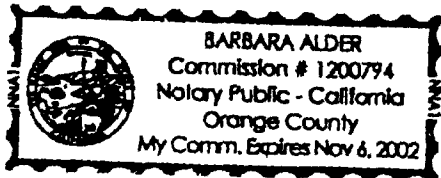
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 3rd day of Dec., 1999.

ObjectShare, Inc.  
By: [Signature]  
Name: EUGENE L. GODA  
Title: PRESIDENT/CEO

State of California )  
                                  : SS  
County of Orange )

On this 3rd day of Dec., 1999, before me appeared Eugene L. Goda, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

[Signature]  
Signature of Notary Public



699590.1

SCHEDULE A  
TRADEMARKS

Name	Number
Design	2,090,919
DIGITALK	1,931,754
METHODWORKS	1,975,228
OBJECTSHARE SYSTEMS, INC.	2,087,061
OBJECTKIT	1,759,074
PARCBENCH	1,566,394
PARCPLACE	1,562,805
PARCPLACE	1,568,105
SUBPANES	2,083,236
TEAM IV	1,917,668
VA ASSIST	2,140,087
VISUAL SMALLTALK	1,935,823
VISUALWORKS	1,818,393
WIDGETKIT	2,096,654

**SCHEDULE B**  
**TRADEMARKS**

Name	Number
PARCPLACE	659,753
VISUALWORKS	659,752
OBJECTWORKS	766,564
OBJECTWORKS/SMALLTALK	507,402
PARCPLACE	499,688
SMALLTALK	549,714
VISUALWORKS	573,226
PARCPLACE	818,278,730
VISUALWORKS	818,278,749
PARCPLACE	469,382
VISUALWORKS	458,599
OBJECTWORKS	2,046,539
OBJECTWORKS/SMALLTALK	2,067,498
PARCPLACE	2,024,587
PARCPLACE SMALLTALK	2,094,765
VISUALWORKS	39,513,552
OBJECT	1,678,990
OBJECTWORKS	1,678,991
PARCPLACE	95,565,096
PARCPLACE SMALLTALK	94/513,892
SMALLTALK-80	1,678,992
VISUALWORKS	95,565,097
SMALLTALK	336,870
PARCPLACE	713,584

Name	Number
SMALLTALK	663,436
VISUALWORKS	713,583
PARCPLACE	3,272,709
PARCPLACE	3,264,978
VISUALWORKS	3,318,182
OBJECTWORKS	248,455
PARCPLACE	248,563
SMALLTALK	307,457
PARCPLACE	497,787
VISUALWORKS	497,788
OBJECTWORKS	236,008
OBJECTWORKS/SMALLTALK	236,009
PARCPLACE	236,007
SMALLTALK	305,691
OBJECTWORKS	562,802
OBJECTWORKS	557,430
OBJECTWORKS/SMALLTALK	557,482
OBJECTWORKS/SMALLTALK	562,922
PARCPLACE	548,710
PARCPLACE	548,455
PARCPLACE/SMALLTALK	683,438
PARCPLACE/SMALLTALK	672,691
OBJECTWORKS	162,242
OBJECTWORKS/SMALLTALK	162,243
PARCPLACE	160,694

Name	Number
PARCPLACE	160,554
PARCPLACE	2,019,263
SMALLTALK-80	1,205,744
VISUALWORKS	2,018,751

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