

04-14-2000

DEPARTMENT OF COMMERCE  
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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 #

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Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Month Day Year

Merger

Change of Name

Other

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

Other

Citizenship/State of 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.)

04/13/2000 DC0ATES 00000092 1036018

01 FC:481  
02 FC:482

40.00 OP  
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Mail documents to be recorded with required cover sheet(s) information to:  
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**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

**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)		
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1836079"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties** Enter the total number of properties involved. #

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

Method of Payment: Enclosed  Deposit Account

Deposit Account

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

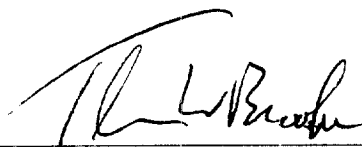
Deposit Account Number:

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.

Thomas W. Brooke  
Name of Person Signing

  
Signature

3-15-00  
Date Signed

**RECORDATION FORM COVER SHEET**  
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**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name

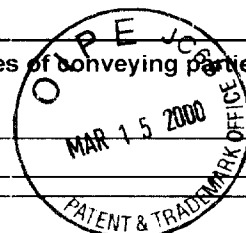
Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization



**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name Systemsoft Taiwan Corporation

DBA/AKA/TA

Composed of

Address (line 1) Room A, 9F

Address (line 2) No. 170 Tun Hwa N. Road

Address (line 3) Taipei  
City

Taiwan, R.O.C.  
State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

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.)

Citizenship/State of Organization

Massachusetts

**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)

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## COMMERCIAL AGREEMENT

THIS AGREEMENT by and among Systemsoft Corporation, a Delaware corporation with its principal place of business at Two Apple Hill, Natick, Massachusetts 01760 ("SystemSoft"), and Systemsoft Taiwan Corporation, a Massachusetts Corporation with its principal place of business at Room A, 9F, No. 170 Tun Hwa N. Rd., Taipei, Taiwan, R.O.C. ("Taiwan") (SystemSoft and Taiwan to be hereinafter jointly referred to as the "Secured Party"); and Clean Slate Limited, a corporation organized and existing under the laws of the British Virgin Islands with an address at 4F, No. 137, Sec. 2, Chien Kuo N. Rd., Taipei, Taiwan R.O.C. ("Clean Slate").

WHEREAS, the Secured Party and Insyde Software, Inc. ("Insyde") entered into a series of agreements, including an Asset Purchase and License agreement, and a Security Agreement dated September 1, 1998, pursuant to which Insyde agreed to make certain payments to the Secured Party equaling \$2 million dollars ("the Secured Obligations");

WHEREAS, the Secured Party would not have entered into the Asset Purchase and License Agreement with Insyde except that Insyde agreed to execute and deliver a security agreement and grant the security interest described in the Security Agreement of the same date;

WHEREAS, subsequent to the execution of the original agreements between Insyde and Secured Party, Insyde transferred the intellectual property purchased from the Secured Party and secured by the Security Agreement between The Secured Party and Insyde, to Clean Slate;

WHEREAS, the Secured Party and Insyde, contemporaneously with this Agreement will ratify and confirm their earlier agreements, especially the Secured Party's interest in the "Intellectual Property Rights" as defined in the Asset Purchase and License agreement;

WHEREAS, The Secured Party and Clean Slate wish to ratify and confirm that the earlier assigned Intellectual Property Rights remains subject to the Security Interest between the Secured Party and Insyde and that Clean Slate has assumed the obligations of Insyde in accordance with the terms of the Asset Purchase and License Agreement;

WHEREAS, the Intellectual Property Rights assigned by the Secured Party to Insyde and subsequently by Insyde to Clean Slate, and secured by the Security Agreement in favor of the Secured Party include, but are not limited to the following:

### U.S. PATENT APPLICATION

U.S. Patent Application No. 08/823,859 "system and method for providing secure access to a computer and peripheral devices," filed March 25, 1997.

### U.S. TRADEMARK REGISTRATIONS

Registration No. 1,936,018 PNPVIEW, registered November 14, 1995.

Registration No. 1,836,079 BATTERY TRACKER, registered May 10, 1994.

### UNREGISTERED TRADEMARKS

DMI VIEW

### U.S. COPYRIGHT REGISTRATIONS

Registration No. TX-3-327-187 "Maximizer power management system," registered January 28, 1992.

Registration No. TX-3-338-160 "Maximizer power management system: APM Interface," registered January 28, 1992

Registration No. TX-3-551-987 "Maximizer," registered May 24, 1993..

Registration No. TX3-557-610 "VGA core," registered May 24, 1993.

Registration No. TX-3-564-889 "SLPRIM.ASM," registered May 24, 1993.

Registration No. TX-3-564-890 "BIOSPINE," registered May 24, 1993.

Registration No. TX-3-564-891 "SLPRIM.ASM; 80386 system BIOS-OEM layer (derivative of 386/486 BIOS core)," registered May 24, 1993.

Registration No. TX-3-575-178 "MAXIMIZER power management software for the 80486SL," registered May 24, 1993.

Registration No. TX-3-575-185 "AT compatible 8042 keyboard controller firmware," registered May 24, 1993.

Registration No. TX-3575-186 "PS/2 compatible 8042 keyboard controller firmware," registered May 24, 1993.

Registration No. TXu-482-053 "MAXIMIZER," registered June 3, 1991.

Registration No. Txu-498-152 "Keyboard controller and scanner software," registered June 3, 1991.

NOW THEREFORE, in consideration of the mutual promises set forth in this agreement and in the earlier agreements involving the parties and Insyde, the receipt and adequacy of which are acknowledged, it is hereby agreed as follows:

The parties acknowledge, ratify and confirm the earlier-granted security interest in favor of the Secured Party in relation to the Intellectual Property Rights assigned by Secured Party to Insyde and subsequently assigned to Clean Slate, namely the above-listed U.S. Patents, Patent Application, U.S. Trademark Registrations and U.S. Copyright Registrations.

This assignment shall be binding upon the parties, their successors and/or assigns and all other acting by, through, with or under their direction and all those in privity therewith.

CLEANSLATE LIMITED

By: 

Title: Director

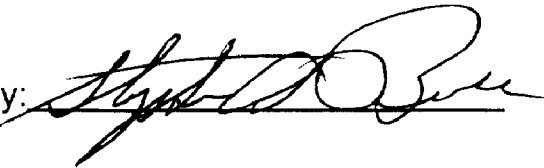
February 18, 2000

SYSTEMSOFT CORPORATION

By: 

Title: CFO

February 18, 2000

By: 

Title: CFO

February 18, 2000