

06-19-2000



101355865

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

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 Incorporation/Organization

06/20/2000 JSNBAZZ 00000008 75708359

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
 02 FC:482 50.00 OP  
 03 FC:484 120.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**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)**

**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.

Linda M. Merritt

June 16, 2000

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARKS

**WHEREAS**, AT Mobile.com Corporation, a Delaware corporation, having a principal place of business located at 11201 S.E. 8th Street, Bellevue, Washington 98004 (hereinafter the "Assignor"), is the owner of all right, title and interest in and to the issued trademarks and service marks and pending trademark and service mark applications listed in Exhibit A (hereinafter the "Trademarks").

**WHEREAS**, Software.com, Inc., a Delaware corporation, having a principal place of business at 525 Anacapa Street, Santa Barbara, California 93101 (hereinafter the "Assignee"), desires to acquire the entire right, title and interest in, to and under said Trademarks.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, be it known that, for and in consideration of One Dollar (\$1.00) cash in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, effective as of April 11, 2000, Assignor's entire right, title and interest in and to said Trademarks; the goodwill of the business symbolized therein, and any U.S. or foreign rights associated with the Trademarks or the goodwill associated therewith, including all rights of action on account of past, present and future unauthorized use of said Trademarks.

The Trademarks are to be held by Assignee, for its own use and enjoyment and that of its successors, assigns or other legal representatives, to the end of the term or terms for which said Trademarks are granted, as fully and entirely as if said Trademarks would have been held by Assignor had this assignment and sale not been made.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor which would conflict with this assignment and sale.

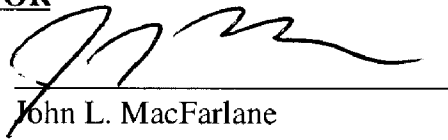
Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and accessible to

Assignor, and will testify as to the same in any litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Trademark which may be reasonably necessary or desirable to carry out the purpose hereof, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Trademarks in all countries.

This Agreement shall be binding on the parties' successors, assigns and legal representatives.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee hereunto set hand and seal on this 9<sup>th</sup> day of June, 2000.

ASSIGNOR



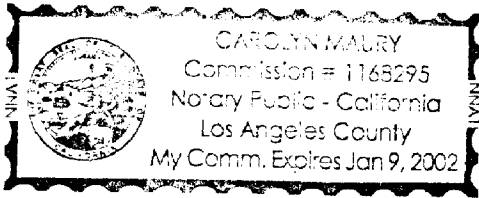
John L. MacFarlane  
President and CEO  
AT Mobile.com Corporation

State of California )  
County of Santa Barbara )

On 9 June 00 before me, Carolyn Maury, personally appeared  
John L. MacFarlane, Notary Public

personally known to me OR


~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Carolyn Maury  
Signature of Notary

ASSIGNEE

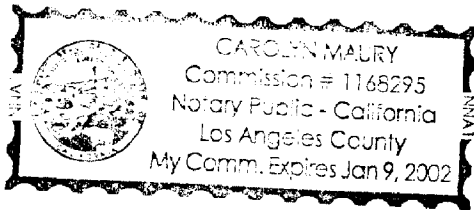
  
Craig Shelburne  
Vice President, General Counsel  
and Secretary  
Software.com, Inc.

State of California )  
County of Santa Barbara )

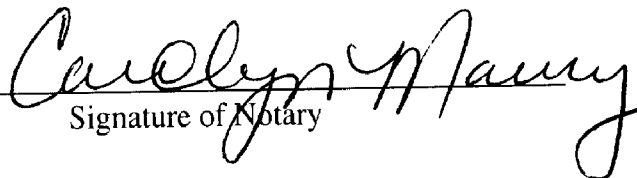
On 9 June 00, before me, Carolyn Maury, Notary Public, personally appeared  
Craig Shelburne,

personally known to me OR

~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

  
Signature of Notary

**EXHIBIT A**

***ISSUED U.S. TRADEMARKS***

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
2,252,161	June 8, 1999	MOBILITY OPERATING ENVIRONMENT

***PENDING U.S. TRADEMARK APPLICATIONS***

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
75/708,359	May 18, 1999	@MOBILE AND DESIGN
75/878,145	December 21, 1999	@MOBILE AND DESIGN

***INTERNATIONAL TRADEMARK APPLICATIONS***

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
1,036,732	November 18, 1999	@MOBILE AND DESIGN - CANADA
1386051	November 17, 1999	@MOBILE AND DESIGN - EUROPE
105,235/99	November 18, 1999	@MOBILE AND DESIGN - JAPAN