

07-21-2000

Client Code: ASTRI.03T/406T/392T/393T/402T/544T

**RECORDATION I
TRADEMARK**

101410464

.s or copy thereof.

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARK

1. Name of conveying party(ies) (If multiple assignors, list numerically)

AST RESEARCH, INC.

- ☐ Individual
☐ 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: SAMSUNG ELECTRONICS CO., LTD.

Internal Address:

Street Address: 416 Maetan-dong, Palda-ki, Suwon-city
Kyungki-do REPUBLIC OF KOREA

- ☐ Individual
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - State REPUBLIC OF KOREA
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☒ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

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

a. Trademark Application No(s):

b. Trademark Registration No(s):

1,460,666	1,338,825
1,369,930	1,769,206
1,810,516	2,049,441

Additional numbers attached? ☐ Yes ☒ No

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

Name: Andrew H. Simpson
 KNOBBE, MARTENS, OLSON & BEAR, LLP
 Customer No. 20,995
 Internal Address: Sixteenth Floor
 Street Address: 620 Newport Center Drive
 City: Newport Beach State: CA ZIP: 92660
 Attorney's Docket No.: ASTRI.392T/398T/402T/544T

7. Total fee (37 CFR 3.41): \$240

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 6

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.

Andrew H. Simpson
 Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document:

Mail documents to be recorded with required cover sheet information to:

07/20/2000 DMGUYEN 00000290 1460666

01 FC:481
 02 FC:482

40.00 OP
 125.00 OP

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Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

TRADEMARK
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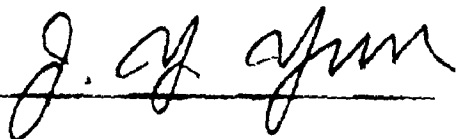
Repln. Ref: 07/20/2000 DMGUYEN 0013250500
 DMH:111410 Name/Number:1460666

DESIGNATION OF DOMESTIC REPRESENTATIVE

Andrew H. Simpson of Knobbe, Martens, Olson & Bear, LLP, 620 Newport Center
16th Floor, Newport Beach, California 92660, is hereby designated Applicant's representative
whom notices of proceedings affecting the mark may be served.

Samsung Electronics Co. Ltd.

Dated: June 9, 2000

By: 

Printed Name: Jong Yong YUN

Title: Representative
of Samsung Electronics Co., Ltd.

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made this 10th day of February, 1999 by and between AST Research Inc., a corporation duly organized and existing under the laws of the State of Delaware having its principal office of business at 16225 Alton Parkway, Irvine, California 92618(hereinafter referred to as "Assignor" or "AST") and Samsung Electronics Co., Ltd., a corporation duly organized and existing under the laws of Republic of Korea and having its principal office of business at ~~416 Maetan-dong, Paldal-ku, Suwon-city, Kyungki-do, REPUBLIC OF KOREA~~ ~~2ka-250, Paepyeong-ro, Chung-gu, Seoul, Korea~~ (hereinafter referred to as "Assignee" or "Samsung").

WITNESSETH:

Whereas, the Assignor is the proprietor of trademarks as hereinafter defined (hereinafter referred to as "Trademarks"); and

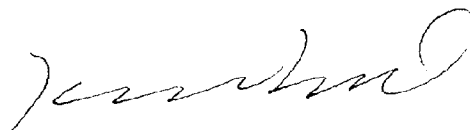
Whereas, the Assignor is willing to assign and transfer to the Assignee the Trademarks upon such terms and conditions as are hereinafter set forth.

NOW THEREFORE, in consideration of the premises and promises contained herein, the parties hereto agree as follows:

Article 1. Definitions

The following terms used in this Agreement shall have the meaning specified below:

1. "Trademarks" shall mean the trademarks listed in Exhibit A hereunder.
2. "Relevant Documents" shall mean any document relating to the Trademarks, including but not limited to registration information, license status, and administration history, which are disclosed and furnished by the Assignor to the Assignee hereunder.



Article 2. Assignment of Trademarks

1. As of the effective date of this Agreement the Assignor assigns and transfers to the Assignee the Trademarks with all claims, rights and the goodwill relating thereto.
2. The Assignee agrees to purchase and take over the Trademarks in accordance with the terms hereof.

Article 3. Transfer of Relevant Documents

The Assignor shall within 7 days from the effective date of this Agreement provide the Assignee with a list of all Trademarks and Relevant Documents, and both parties hereto take all necessary procedures to assign and change the owner's name of the Trademarks from the Assignor to the Assignee. Relevant Document and data to be supplied to the Assignee by the Assignor pursuant to this Agreement shall include all sales literature and other documents relating to the use, servicing and marketing thereof.

Article 4. Price and Payment

The Assignee shall pay to the Assignor for the Trademarks assigned and transferred under this Agreement, the amount of fifty thousand US dollars(US\$50,000). This amount is payable under the following conditions:

The amount of thirty thousand US dollars(US\$30,000) shall be setoff against administration fees for AST's trademarks. The remaining twenty thousand US dollars(US\$20,000) shall be setoff against AST's debt to Samsung, which is a part of Samsung's credit against AST.

Article 5. Warranty

The Assignor shall warrant that AST has the right to assign the Trademarks to Samsung as described in this Agreement.



TRADEMARK

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Article 6. Indemnity

The Assignor shall be liable for any and all actions, suits, claims or demands, together with cost of suit, that may be brought against the Assignee and that the Assignee may become liable to pay for, when such claim or suit is one for trademark infringement necessarily arising from the use of the Trademarks transferred to the Assignee under this Agreement.

Article 7. Effectiveness and Governing Law

This Agreement shall take effect and bind the parties only upon the due execution by the parties, and shall be governed in all respects by and construed under the laws of the Republic of Korea.

Article 8. Entire Agreement

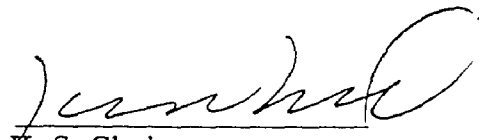
This Agreement constitutes the entire and only agreement between the parties hereto relating to assignment of the Trademarks and no modification, change and amendment of this Agreement shall be binding upon the Assignor and the Assignee except by mutual express consent in writing of subsequent date signed by authorized officer or representative of each of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first above written.

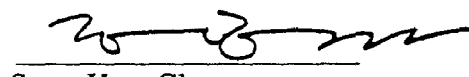
Assignor: AST Research Inc.

Assignee: Samsung Electronics Co., Ltd.

By


K. S. Choi
President

By


Sang Kun Chung
Director

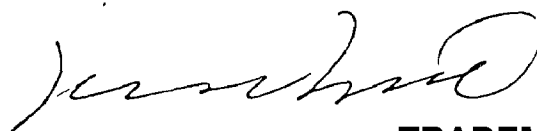

TRADEMARK

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Exhibit A

Trademark	Class	Country	Registration #
ADVANTAGE	26	CALIFORNIA	77216
	9	USA	1460666
	9	CHINA	832528
	9	FRANCE	1445995
ADVANTAGE!	9	USA	1810516
CUPID	26	CALIFORNIA	92717
	38	CALIFORNIA	92746
	9	USA	1671004
GRID	9	ARGENTINA	1492055
	9	AUSTRALIA	B546231
	16	AUSTRALIA	B546233
	9,16	BENELUX	489915
	9	BRAZIL	816246041
		CANADA	TMA315691
	9	CHILE	pending(173730)
	9	CHINA	519664
	9	COLOMBIA	173918
	9	FINLAND	127095
	9,16,38	FRANCE	1207489
	16,42	GERMANY	1053506
	9	HONGKONG	pending(2202/91)
	9	INDONESIA	333310
	9	ISRAEL	78230
	16	ISRAEL	78232
	9,16	ITALY	607652
	26	JAPAN	2562256
	39	KOREA	240178
	9	MEXICO	407800
	16	MEXICO	pending(105623)
	9	MALAYSIA	pending(9103511)
	9,16	NORWAY	158208
	9	NEWZEALAND	pending(206406)
	16	NEWZEALAND	pending(206407)
	9	PHILLIPPINES	pending(77476)
	9	PHILLIPPINES	54945

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Trademark	Class	Country	Registration #
GRID	9	PORTUGAL	pending(276437)
	9	RUSIA	107279
	9	SPAIN	pending(1633416)
	9,16	SWEDEN	pending(91-0272)
	16	SWEDEN	pending(848590)
	9,16	SWITZERLAND	389396
	49	TAIWAN	535090
	8	THAILAND	163441
	39	THAILAND	153397
	9,16	TURKEY	125800
	9	VENEZUELA	pending(8262/91)
	26	VENEZUELA	pending(8261/91)
	9	UAE	7958
	9	UK	1178793
	16	UK	1178794
	9	USA	1338825
	9	CALIFORNIA	65724
GRID and design	9	CANADA	TMA356404
GRID BARPEN	9	USA	1751129
GRIDCASE	9	AUSTRIA	140591
	9,16	BENELUX	489914
	9	CANADA	406261
	9	DENMARK	6145/1992
	9	FINLAND	324036
	9	FRANCE	1706632
	9	GERMANY	2024533
	9	ITALY	607653
	11	JAPAN	2577538
	26	JAPAN	2562257
	9	MEXICO	409792
	9	NORWAY	156344
	9	NEWZEALAND	pending(206408)
	16	NEWZEALNAD	pending(206409)
	9	PORTUGAL	pending(276479)
	9	SPAIN	pending(1633417)
	9,16	SWITZERLAND	389937
	9	TURKEY	131528
	9	USA	1369930

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Trademark	Class	Country	Registration #
GRID-DESK	9	USA	1610493
GRIDLINE	9,42	FRANCE	1606041
GRIDPAD	9	AUSTRIA	140590
	9	AUSTRALIA	pending(546234)
	16	AUSTRALIA	A546237
	9,16	BENELUX	491302
	9	CANADA	404141
	9,16	SWITZERLAND	389398
	9	DENMARK	5371/1992
	9	SPAIN	pending(1633418)
	9	FINLAND	124035
	9	FRANCE	1696352
	9,16	ITALY	607651
	11	JAPAN	2577539
	26	JAPAN	2562258
	9	NEWZEALAND	pending(206410)
	9	PORTUGAL	pending(276478)
	9,16	SWEDEN	234593
	9	TURKEY	131522
	49	TAIWAN	608710
	9	UK	1477229
	9	USA	1626837
PALMPAD	9	AUSTRIA	143090
	9	BENELUX	510738
	9	CANADA	TMA412959
	9	FRANCE	92417794
	9	GERMANY	2032406
	9,16	ITALY	643124
	9	SPAIN	1704267
	9	SWEDEN	246634
	9	UK	B1496961
	9	USA	1769206
PRONTO! PRO	9	USA	2049441
TRILLION TECHNOLOGY	9	USA	pending(75/355570)

AST agrees that if any other AST's trademarks which are similar to or the same as the above mentioned Trademarks have been excluded in this exhibit shall be assigned to Samsung under the same conditions and terms of the Agreement without further payment.

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