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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

U.S. Department of Commerce
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TRADEMARK

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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
 08 01 99
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 04 18 00

Name DANIEL MORALES

Formerly

75755319

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization United States

U.S. PATENT & TRADEMARK OFFICE
JUN 26 4:18 PM
RECEIVED
TRADEMARK FEE PROCESS

Receiving Party

Mark if additional names of receiving parties attached

Name MandrakeSoft, S.A.

DBA/AKA/TA

Composed of

Address (line 1) 43 rue d'Aboukir, 75002

Address (line 2)

Address (line 3) Paris France

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization France

07/21/2000 ASCOTT 00000124 75755319
01 FC:481 40.00 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

TRADEMARK
REEL: 002107 FRAME: 0650

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.

L. S. VanLandingham III

L S VanLandingham III

6-26-00

Name of Person Signing

Signature

Date Signed

DOCUMENT OF ASSIGNMENT

This Agreement is deemed effective as of August 1, 1999.

WHEREAS, Daniel Morales is an individual residing at 329 West Altadena Drive, Altadena, California 91001 (“Morales”); and

WHEREAS, Morales is the owner of an application in the United States Patent and Trademark Office for the mark MANDRAKE, Ser. No. 75/755,319 (the “Application”); and

WHEREAS, Morales is currently an employee of MandrakeSoft, Inc., a corporation organized under the laws of the state of Delaware, having a place of business at 2400 Lincoln Avenue, Altadena, California 91001; and

WHEREAS, MandrakeSoft, Inc. has, since its inception, been a wholly owned subsidiary of MandrakeSoft, S.A., a corporation organized under the laws of France, having a place of business at 43 rue d’Aboukir, 75002, Paris, France; and

WHEREAS, as part of his employment with MandrakeSoft, S.A. Morales is required to transfer ownership of the Application and certain other rights concerning the term MANDRAKE to MandrakeSoft, S.A.;

NOW THEREFORE, to effectuate the terms of his employment, Morales agrees

as follows:

1. Representations and Warranties, Morales
 - (a) Other than as part of his employment by MandrakeSoft, Inc., Morales does not make any commercial use of any trademarks, trade names, service marks or other identifiers that include MANDRAKE or MANDRAKESOFT, in whole or in part, or any marks confusingly similar thereto (the "Mark").
 - (b) The Application is the only trademark application, whether in the United States Patent and Trademark office, in an American state trademark office, or in the trademark office of a foreign country, that Morales owns, filed or had filed on his behalf or on behalf of any entity he works for, owns or controls.
 - (c) Morales has not assigned, transferred or otherwise encumbered the Application.
 - (d) Morales does not use the Mark for commercial purposes in connection with any URL, e-mail address, website or e-commerce site other than in connection with employment by MandrakeSoft, Inc.
 - (e) Morales is the owner of the following domain names: emandrake.net; dmandrake.com; mandrakeorg.com; and mandraketech.com, none of which are active or in use as an e-mail address, or point to any site or content (the "Inactive Domain Names").

- (f) Morales is the owner of the domain name mandrakepharma.com, which corresponds to a web site without content.
- (g) Other than the Inactive Domain Names and the domain names mandrakepharma.com, emandrake.org, and emandrake.com, Morales owns no other domain names using the Mark.

2. Assignment of Application. Contemporaneous with his execution of this Agreement, Morales shall execute the assignment annexed as Exhibit A to this Document assigning to MandrakeSoft, S.A. all rights Morales has or may have in the Application.

3. General Assignment of Rights. To the extent Morales owns any rights in the Mark other than those assigned to MandrakeSoft, S.A. pursuant to Exhibit A to this Document, Morales hereby assigns all right, title and interest in the Mark to MandrakeSoft, S.A together with good will of the business symbolized by such Mark.

4. No Actions in Derogation of Rights. Morales shall not take any action in derogation of MandrakeSoft, S.A.'s rights to commercially use or exploit the Application, or the Mark, whether in the United States or foreign countries, and shall not use the Mark for commercial purposes other than in connection with his employment by MandrakeSoft, Inc.

5. No Registration. Unless specifically requested by MandrakeSoft, Inc. or MandrakeSoft, S.A., Morales shall not apply to register a trademark, service mark, or domain name using or incorporating the Mark;

6. Use in Relation to Herb. Nothing in this Document shall, or is meant to, prohibit Morales's use of the word "mandrake" in relation to mandrake the herb.

7. Domain Names. Morales shall not sell or transfer any of the Inactive Domain Names or the domain names mandrakepharma.com, emandrake.org, or emandrake.com without the express written consent of MandrakeSoft, S.A. Upon the request of MandrakeSoft, S.A., Morales shall immediately, without remuneration, transfer ownership of any of the Inactive Domain Names or of mandrakepharma.com, emandrake.org, or emandrake.com to MandrakeSoft, S.A. or to any third party designated by MandrakeSoft, S.A.

8. Documents. Morales shall execute any other documents necessary to effectuate assignment of all rights as contemplated in this Document.

IN WITNESS WHEREOF, Daniel Morales has signed below.

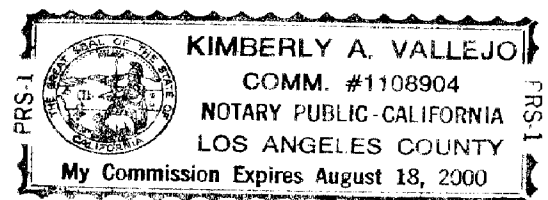
DANIEL MORALES

By: Daniel Morales

Name: Daniel Morales

Date: 04/18/2000

Stamp and Seal of Notary:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

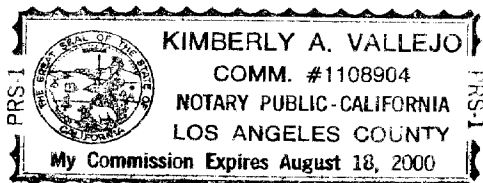
State of CALIFORNIA

County of LOS ANGELES

On 04/18/2000 before me, Kimberly A. Vallejo-Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DANIEL MORALES,
Name(s) of Signer(s)

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DOCUMENT OF ASSIGNMENT

Document Date: APRIL 18, 2000 Number of Pages: 4

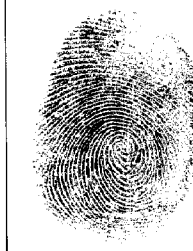
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: DANIEL MORALES

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

EXHIBIT A

ASSIGNMENT

WHEREAS, Daniel Morales, an individual residing at 329 West Altadena Drive, Altadena, California 91001 ("Assignor"), is the owner of the following trademark application in the United States Patent and Trademark Office:

TRADEMARK	APPN. SER. NO.	DATE OF FILING
MANDRAKE	75/755,319	August 16, 1999

WHEREAS, MandrakeSoft, S.A., a corporation organized under the laws of France, having a place of business at 43 rue d'Aboukir, 75002, Paris, France ("Assignee"), is desirous of acquiring said trademark application and all associated goodwill in said trademark; and

WHEREAS, Assignor is an employee of MandrakeSoft, Inc., a corporation organized under the laws of the state of Delaware, having a place of business at 2400 Lincoln Avenue, Altadena, California 91001; and

WHEREAS, MandrakeSoft, Inc. is a wholly owned subsidiary of Assignee; and

WHEREAS, Assignee has succeeded to all of the business of Assignor to which the trademark pertains; and

WHEREAS, to the best of Assignor's knowledge, no opposition proceedings against the application are pending and no other party makes a claim of ownership to this trademark in connection with the goods identified therein;

NOW, THEREFORE, for good and valuable consideration, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark and the above-named application therefor, together with the goodwill of the business symbolized by

said trademark, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said trademark. This assignment shall be effective retroactively as of August 16, 1999.

By: Daniel Morales
(Signature)

Name: Daniel Morales
(Printed or typed)

Date: 04/18/2000

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