

08-21-2000

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101438211

To the Honorable Commissioner of

ached original documents or copy thereof.

1. Name of conveying party(ies):

Hewlett-Packard Company

7-20-00

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Association
- Limited Partnership
- Other

2. Name and address of receiving party(ies):

Optical Storage Technology Association
311 East Carrillo Street
Santa Barbara, California 93101

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership (Texas)
- Corporation-State of _____
- Other - California nonprofit mutual benefit corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment/Agreement Merger
- Security Agreement Change of Name
- Other-Release of Security Interest

If assignee is not domiciled in the United States, a domestic representative designated is attached Yes No

Execution Date: 12/03/99

(Designations must be a separate document from Assignment)
Additional name(s) & Address(es) attached Yes No

4. Application or registration number(s):

A. Trademark Application No.(s)
75/359,026

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: David L. Sigalow, Esquire
Internal Address: Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A.

Street Address: 255 South Orange Avenue Suite 1401

City: Orlando St: FL Zip: 32801

6. Total number of applications and registrations involved:.....(1)

7. Total fee (37CFR 3.41)..... \$40.00
 Enclosed (receipt for payment)
 Authorized to be charged to deposit account

8. Deposit account number: 01-0484

(Attach duplicate copy of this page if paying by deposit account)

08/21/2000 DNGUYEN 00000083 75359026

01 FC:481 40.00 OP

DO NOT USE THIS SPACE

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.

David L. Sigalow, Esquire

Signature

July 17, 2000

Date

Total number of pages including cover sheet, attachments and document: 8

AGREEMENT AND ASSIGNMENT OF TRADEMARK

THIS AGREEMENT AND ASSIGNMENT OF TRADEMARK is made and entered into at Santa Barbara, California, by and between HEWLETT-PACKARD COMPANY, a Delaware corporation, with its principal place of business located at 3000 Hanover Street, Palo Alto, California 94304-1112 ("HP") and OPTICAL STORAGE TECHNOLOGY ASSOCIATION, a California nonprofit mutual benefit corporation, with its principal place of business located at 311 East Carrillo Street, Santa Barbara, California 93101 ("OSTA").

WHEREAS, HP has adopted, used and is the owner of the MULTIREAD logo depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Trademark"), and HP has filed applications for registration of the Trademark or registered the Trademark as described on Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, OSTA desires to acquire the Trademark and the applications and registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

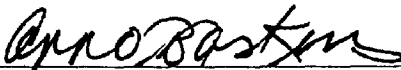
1. **Assignment of Trademark.** HP hereby assigns unto OSTA all of HP's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the registrations and application for registration for the Trademark described on Exhibit "B" attached hereto.
2. **Representations of HP.** HP represents and warrants to OSTA that HP has good and marketable title to the Trademark and, to the best knowledge of HP, the Trademark is not subject to any claims, liens, pledges, assignments or rights of any third party and the Trademark does not infringe the rights of any third party.
3. **Assignment and Delivery of Documents and Software.** Concurrently with execution of this Assignment, HP shall deliver to OSTA the documents and software described on Exhibit "C" attached hereto. Upon request of OSTA, HP shall deliver such additional HP documents and information to OSTA as OSTA shall reasonably request relating to the licensing program for the Trademark heretofore conducted by HP.
4. **Indemnity.** HP agrees to indemnify and hold harmless OSTA, its officers, directors, members, successors and assigns, from and against any loss, liability, damage or expense (including attorneys fees) arising out of the conduct of the licensing program for the Trademark heretofore conducted by HP.
5. **No Assumption.** By acceptance of the assignment of the Trademark pursuant hereto, OSTA does not assume any liability or obligation of HP whatsoever.


6. **Further Assurances.** Each of the parties hereto agrees to execute such documents and to take such actions as shall be reasonably requested by the other party in order to carry out and effectuate the purpose and intent of this Agreement. Specifically, HP agrees to (i) execute and acknowledge such instruments of assignment as shall be necessary or appropriate to assign the pending applications for registration and registration of the Trademark and (ii) instruct HP's counsel which has filed the applications for registration of the Trademark to cooperate fully with OSTA, at no expense to OSTA, in assigning such applications and registrations with the agencies with whom such applications have been filed or by whom such registrations have been issued.

EXECUTED as of the 3rd day of December, 1999.

HEWLETT-PACKARD COMPANY, a
Delaware corporation

OPTICAL STORAGE TECHNOLOGY
ASSOCIATION, a California nonprofit
mutual benefit corporation

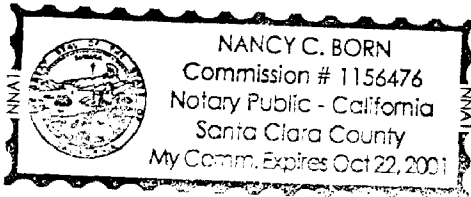
By: 
Name: Ann O. Baskins
Vice President
Title: General Counsel
and Secretary

By: 
Joseph D. Abkin, Secretary

State of California)
) ss.
County of Santa Clara)

On February 29, 2000 before me, Nancy C. Born, Notary Public, personally appeared Ann O. Baskins, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name 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.

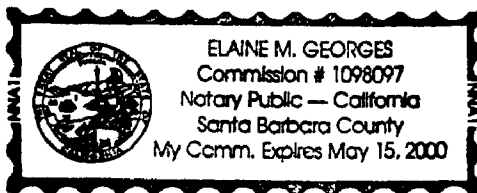


Nancy C. Born
Notary Public

State of California)
) ss.
County of Santa Barbara)

On December 3, 1999, before me, Elaine M. Georges, personally appeared Joseph D. Abkin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.



Elaine M. Georges
Notary Public

EXHIBIT "A"

Depiction of MultiRead Logo

EXHIBIT "B"

List of Applications and Registrations

EXHIBIT "B"

Trademark	Country	Application No./ Registration No.	Date of Filing/ Date of Registration
Applications:			
MULTIREAD LOGO	United States	75/359026	September 18, 1997
	China	9700105104	October 6, 1997
	Hong Kong	13783/97	September 25, 1997
	Japan	09-165876	October 8, 1997
	Singapore	12082/97	October 1, 1997
Registrations:			
MULTIREAD LOGO	Australia	744942	September 25, 1997
	European Community	639591	June 1, 1999
	Taiwan	830627	December 18, 1998

EXHIBIT "C"

List of Documents and Software

EXHIBIT "C"

The Program is the software objects, source code, and content as listed below.

A.1 Deliverables

- 1-30 data files called meg01.fil to meg30.fil on CD-R disc.
(subdirectory data)
- 2-WS software object code to generate session 2 and 3 on Epsilon 2 discs. (subdirectory ws)
- 3-Software source for WS software. (subdirectory ws)
- 4-PWS software object code to read all three sessions on Epsilon 2 discs. (subdirectory pws)
- 5-Software source for PWS software. (subdirectory pws)
- 6- four Master Discs to verify to. (CD-DA, CD-R, CD-ROM and CD-RW).
- 7- Any CD-DA and CD-ROM discs existing in current inventory.

A.2 Not Provided but Required

- 1-Easy CD-Pro Version 2.11b from Adaptec to generate session 1 on Epsilon 2 discs. (Please contact Mike McMurdie 408 957 6066 to purchase software.)
- 2- Audio content (5 tracks) is copyrighted by Abbas Ministeries in Denver, CO.) Please contact George Abbas 303 427 3790 or 2376 to continue using this content.)
- 3-CD-ROM and CD-DA replication can be provided by Disc Manufacturing.
- 4-CD-R and CD-RW recording has been accomplished with an HP ReWritable 7100/7200 CD-RW drive with version 3.01 firmware. Software has not been verified on any other products.