

4-26-01

05-07-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101703516

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CIDCO, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 11, 2000

2. Name and address of receiving party(ies)

Name: CIDCO Communications, LLC

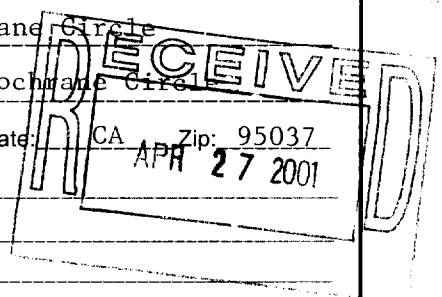
Internal Address: 105 Cochrane Circle

Street Address: 105 Cochrane Circle

City: Morgan Hill State: CA Zip: 95037

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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) & address(es) attached? Yes No



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

A. Trademark Application No.(s)
75/678851 75/472470
75/340531

B. Trademark Registration No.(s)
1786101
1881289

Additional number(s) attached Yes No

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

Name: Virginia M. McGuffey, Esq.

Internal Address: Paul, Hastings, Janofsky
& Walker LLP

Street Address: 600 Peachtree Street, N.E.
Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

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

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.

Virginia M. McGuffey
Name of Person Signing

Virginia M. McGuffey
Signature

4/26/01
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/04/2001 DBYRNE 00000193 75678851

FC:481
FC:482

40.00 DP
100.00 DP

TRADEMARK
REEL: 002287 FRAME: 0169

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made this 11 day of December, 2000, by and between CIDCO, Inc., having a place of business at 220 Cochrane Circle, Morgan Hills, CA 95037 ("CIDCO, Inc.") and CIDCO Communications, LLC, having a place of business at 4950 Patrick Henry Drive, Santa Clara, CA 95054 ("CIDCO Communications").

WHEREAS, CIDCO, Inc. and CIDCO Communications have entered into that certain Agreement for Sale and Purchase of Assets dated as of September 14, 2000 (the "Asset Purchase Agreement"), pursuant to which CIDCO, Inc. is transferring all of the assets of the Business (as defined in the Asset Purchase Agreement) to CIDCO Communications;

WHEREAS, CIDCO, Inc. has intended to use the following marks in interstate commerce in the United States and has filed applications with the United States Patent and Trademark Office ("PTO") based upon its bona fide intent to use such marks in commerce in the United States, but has not yet filed allegations of use of the marks under Sections 1(c) or 1(d) of the Trademark Act: "ACCUDIAL" (Serial No. 75/678851), "COMMUNICATIONS AND INFORMATION DELIVERY COMPANY" (Serial No. 75/340531) and "Double Swirl Design" (Serial No. 75/472470) (collectively, the "APPLICATIONS");

WHEREAS, CIDCO, Inc. has adopted and used and is the owner of record of the following marks registered in the PTO: "OTV" (Registration No. 1786101), and "TRILIGHT ALERT" (Registration No. 1881289) (collectively, "TRADEMARKS");

WHEREAS, CIDCO, Inc. desires to assign all of its right, title, and interest in and to the TRADEMARKS to CIDCO Communications pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, CIDCO, Inc. desires to assign all of its right, title, and interest in and to the APPLICATIONS to CIDCO Communications as part of the entire business or portion thereof to which the marks pertain, as required by 15 U.S.C. § 1060; and

WHEREAS, CIDCO Communications, the successor of the ongoing and existing business or portion thereof of CIDCO, Inc. to which the TRADEMARKS and APPLICATIONS pertain, is desirous of acquiring said TRADEMARKS and APPLICATIONS therefor.

NOW, THEREFORE, the parties agree as follows:

CIDCO, Inc. hereby assigns and transfers to CIDCO Communications all of CIDCO, Inc.'s right, title, and interest in and to the TRADEMARKS and APPLICATIONS together with the goodwill of the business symbolized thereby to CIDCO Communications. CIDCO, Inc. represents

and warrants that it has not assigned, mortgaged, licensed or granted any rights in any of the TRADEMARKS or APPLICATIONS to any third party on either an exclusive or non-exclusive basis and that full right to convey the TRADEMARKS and APPLICATIONS is possessed by it.

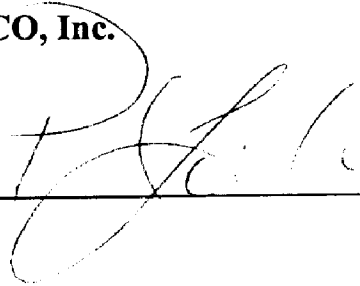
The terms and covenants of this Agreement shall inure to the benefit of CIDCO Communications, its successors, assigns and other legal representatives, and shall be binding upon CIDCO, Inc., its successors, legal representatives and assigns.

This Agreement shall not be construed to expand or limit the rights, remedies, representations or warranties of the parties under the Asset Purchase Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in the manner appropriate to each, to be effective on the date first given above.

CIDCO, Inc.

CIDCO Communications, LLC

By:  _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The terms and covenants of this Agreement shall inure to the benefit of CIDCO Communications, its successors, assigns and other legal representatives, and shall be binding upon CIDCO, Inc., its successors, legal representatives and assigns.

This Agreement shall not be construed to expand or limit the rights, remedies, representations or warranties of the parties under the Asset Purchase Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in the manner appropriate to each, to be effective on the date first given above.

CIDCO, Inc.

By: _____

Name: _____

Title: _____

CIDCO Communications, LLC

By: David S. Lee

Name: David S. Lee

Title: Chief Manager