



06-20-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
**TRADEMARK**

03-23-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #57

**RECORD**  
I



101754678

*RE*

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

*MKO 3-23-01*

Conveyance Type

*6/15/01*

New

Assignment

License

Resubmission (Non-Recordation)

Security Agreement

Nunc Pro Tunc Assignment

Document ID # \_\_\_\_\_



Correction of PTO Error

Merger

Effective Date  
Month Day Year  
October 7, 1997

Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Change of Name

Corrective Document

Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name Standard Microsystems Corporation

Execution Date  
Month Day Year

October 7, 1997

Formerly \_\_\_\_\_

Individual

General Partnership

Limited Partnership

Corporation

Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Ajia, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 15 E. North Street

Address (line 2) Dover, DE 19901

Address (line 3) \_\_\_\_\_

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 Delaware

04/02/2001 TBIAZ1 00000150 4647282

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 GP

**TRADEMARK**  
**REEL: 002316 FRAME: 0287**

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

Page 2

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
TRADEMARK

**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 (212) 309-6852

Name Gregory S. Shatan, Esq.

Address (line 1) C/o TMSU, MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers are 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)**

1,647,282

1,148,785

**Number of Properties** Enter the total number of properties involved.

2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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: 13-4520

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.*

Gregory S. Shatan, Esq.

Name of Person Signing

  
Signature

June 12, 2001

~~March 22, 2001~~

Date Signed

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into this 7th day of October, 1997 by and between AJJA, Inc., a Delaware corporation (the "Company"), and Standard Microsystems Corporation, a Delaware corporation ("Seller").

WHEREAS, Seller desires to transfer and assign to the Company the trademark described below and the Company desires to accept the transfer, conveyance, assignment and delivery thereof.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and the Company agree as follows:

Seller hereby irrevocably transfers, conveys, assigns and delivers to the Company free and clear of all liens all of Seller's right, title and interest in, to and under the trademarks listed in Exhibit A hereto (the "Assigned Marks") as the same shall exist on the date hereof, TO HAVE AND TO HOLD the same unto the Company, its successors and assigns, forever.

The Company hereby accepts the transfer, conveyance, assignment and delivery of the Assigned Marks.

At any time or from time to time after the date hereof, at the Company's request and without further consideration, Seller shall execute and deliver to the Company such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the Company may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to the Company, and to confirm the Company's title to, and, to the full extent permitted by law, to put the Company in actual possession and operating control of the Assigned Intellectual Property, and to assist the Company in exercising all rights with respect thereto.

Seller hereby constitutes and appoints the Company the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or the Company, but on behalf of and for the benefit of the Company: (i) to demand and receive from time to time any and all of the Assigned Marks and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that the Company may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Marks; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Assigned Marks; and (iv) to

do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as the Company shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the Law of such other jurisdiction govern this Trademark Assignment in order for this Trademark Assignment to be effective in any respect, then the Laws of such other jurisdiction shall govern this Trademark Assignment to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment effective as of the day and year first above written.

STANDARD MICROSYSTEMS CORPORATION

By: 

Name: Paul Richman  
Title: Chairman and CEO

AJJA, INC.

By: 

Name: Lance Murphy  
Title: President and General Manager

## REGISTERED MARKS

SMC®

Acquired from Western Digital Corporation:

Trademark	Registration Date	Registration No.
Starhub	6/28/88	1,493,956
Ethercard Plus	3/21/89	1,530,670
Vianet	10/15/85	1,365,323
Vianet (Australia)		A469111

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10/07/97 OCF:dfa

NO. 887 P. 005/008

RECORDED: 03/23/2001

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