

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

06-20-2001



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

6.13.01

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

JUN 13 2001

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
- Security Agreement
- License
- Nunc Pro Turic Assignment
- Effective Date
Month Day Year
- Merger
- Change of Name
- Other

05312001

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- 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

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FOR OFFICE USE ONLY

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,083,682"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 or if additional fees can be charged to the account.)

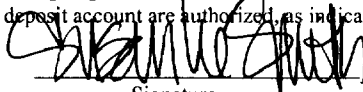
Deposit Account Number: #

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.

Susan L. Smith
Name of Person Signing


Signature

June 13, 2001
Date Signed

TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (the "Agreement") is entered into as of ~~April 31~~^{MAY}, 2001, by and between Topspin Communications, Inc., a Delaware corporation ("Buyer") and Compact Devices, Inc., a California corporation ("Seller").

1. Sale and Purchase

1.1 Transfer of Assets. Subject to the terms and conditions of this Agreement, Seller hereby sells, assigns, grants, transfers, and delivers (or causes to be sold, assigned, granted, transferred and delivered) to Buyer and Buyer hereby purchases and accepts from Seller, free and clear of all liens or other encumbrances, all of the Seller's rights, title and interest in and to the trademark TOPSPIN, United States Registration Number 2,083,682, issued on July 29, 1997, together with the goodwill of the business symbolized by said trademark and the registration thereof (the "Topspin Trademark" or "Purchased Assets").

1.2 Excluded Liabilities. Buyer shall not assume and shall not be liable for, and Seller and its direct or indirect subsidiaries shall retain and remain solely liable for and obligated to discharge, all of the debts, contracts, agreements, commitments, obligations and other liabilities of any nature whatsoever of Seller and its direct and indirect subsidiaries, including those of the Purchased Assets incurred prior to the Effective Date, whether known or unknown, accrued or not accrued, fixed or contingent.

1.3 Purchase Price.

(a) Subject to the performance by Seller of all of its obligations under this Agreement (including delivering all documents required to be delivered), in consideration of the acquisition of the Purchased Assets under Section 1.1, Buyer agrees to deliver to Seller or an account or accounts designated by Seller \$5,000 in immediately available funds (the "Purchase Price").

(b) Buyer shall pay the actual fees and expenses of Cooley Godward LLP, counsel to Seller, incurred with respect to the matters contemplated hereby, provided such fees and expenses do not exceed \$1,500 in the aggregate.

2. Closing

2.1 Closing. Subject to the terms and conditions of this Agreement, the Closing shall take place on ~~April 31~~^{MAY}, 2001 (the "Closing Date").

2.2 Actions at the Closing. At the Closing, Seller shall deliver the Purchased Assets to Buyer, Buyer shall deliver the Purchase Price to Seller, and Buyer and Seller shall take such actions and execute and deliver such instruments and documents as necessary or appropriate to effect the transactions contemplated by this Agreement in accordance with its terms, including without limitation the following:

(a) **Assignment of Trademark.** Seller shall deliver to Buyer an Assignment of Trademark Under 37 C.F.R. 3.11, attached hereto as Exhibit A, (the "Assignment"), duly executed by Seller, assigning to Buyer all of Seller's right, title and interest in and to the Purchased Assets.

(b) **Purchase Price.** Buyer shall deliver the Purchase Price to Seller.

(c) **Title.** Seller shall provide reasonable evidence of valid title to such of the Purchased Assets as Buyer may reasonably request in writing prior to the Closing, in form and substance reasonably satisfactory to Buyer, including the original sealed Certificate of Registration from the Patent & Trademark Office and the Seller's files that relate to the Purchased Assets.

(d) **Post-Closing Actions.** Subsequent to the Closing Date, Seller shall from time to time execute and deliver, upon the request of Buyer, all such other and further materials and documents and instruments of conveyance, transfer or assignment as may reasonably be requested by Buyer to effect, record or verify the transfer to and vesting in Buyer of Seller's right, title and interest in and to the Purchased Assets, free and clear of all liens in accordance with the terms of this Agreement.

3. **Representations and Warranties of Seller**

Seller represents and warrants to Buyer as follows:

3.1 **Authority.** The execution and delivery of this Agreement (and all other agreements and instruments contemplated under this Agreement) by Seller, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary action by the Board of Directors and shareholders of Seller, and no other act or proceeding on the part of or on behalf of Seller or its shareholders is necessary to approve the execution and delivery of this Agreement and such other agreements and instruments, the performance by Seller of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby. The signatory officers of Seller have the power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto, to consummate the transactions hereby and thereby contemplated and to take all other actions required to be taken by Seller pursuant to the provisions hereof and thereof.

3.2 **Execution and Binding Effect.** This Agreement has been duly and validly executed and delivered by Seller and constitutes, and the other agreements and instruments to be executed and delivered by Seller pursuant hereto, upon their execution and delivery by Seller, will constitute (assuming, in each case, the due and valid authorization, execution and delivery thereof by Buyer), legal, valid and binding agreements of Seller, enforceable against Seller in accordance with their respective terms.

3.3 **Consents and Approvals of Governmental Entities.** Other than filing the Assignment with the Patent & Trademark Office, there is no requirement applicable to Seller to make any filing, declaration or registration with, or to obtain any permit, authorization, consent or approval of, any court, or any federal, state, municipal or other governmental authority, department, commission, board, agency or other instrumentality (domestic or foreign) as a condition to the lawful consummation by Seller of the transactions contemplated by this Agreement and the other agreements and instruments to be executed and delivered by Seller pursuant hereto or the consummation by Seller of the transactions contemplated herein or therein. Seller hereby consents to the filing by the Buyer of the Assignment with the Patent & Trademark Office.

3.4 **Marketable Title.** Seller holds good and marketable title in all of the Purchased Assets and has the complete and unrestricted power and the unqualified right to sell, assign and deliver the Purchased Assets to Buyer as evidenced by the original sealed Certificate of Registration from the Patent & Trademark Office. Upon consummation of the transactions contemplated by this Agreement, Buyer will acquire good and marketable title to the Purchased Assets free and clear of any liens and there exists no restriction on the use or transfer of the Purchased Assets. Immediately prior to Closing, Seller has not licensed, sold, transferred, assigned or granted rights to the Purchased Assets. No Person other than Seller has any right or interest in the Purchased Assets.

3.5 **Intellectual Property.**

(a) Neither the development, marketing, license, sale or use of the Topspin Trademark violates or will violate any license or agreement to which Seller is a party or infringes or will infringe any trademark, service mark or other intellectual property or other proprietary right of any other party. The Topspin Trademark held by Seller is valid and subsisting. There is no pending or threatened claim or litigation contesting the validity, ownership or right to use, sell, license or dispose of the Topspin Trademark, nor has Seller received any notice asserting that the Topspin Trademark or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party, nor is there any basis for any such assertion. There is no material unauthorized use, infringement or misappropriation on the part of any third party of the Topspin Trademark; and

(b) All fees to maintain Seller's rights in the Topspin Trademark and all professional fees in connection therewith pertaining to the Intellectual Property due and payable on or before the Closing Date, have been paid by Seller or will be paid by Seller within a reasonable period after the Closing.

3.6 **Co-Existence Agreements.** Seller has not entered into any "live and let live agreements," consent agreements, co-existence agreements or other similar agreements with respect to the use of the Topspin Trademark. Seller has not entered into any agreements with other holders or users of a trademark on "topspin" in other industry categories.

3.7 **Fair Consideration; No Fraudulent Conveyance.** The sale of the Purchased Assets pursuant to this Agreement is made in exchange for fair and equivalent consideration.

Seller is not entering into this Agreement or any of the other agreements referenced in this Agreement with the intent to defraud, delay or hinder its creditors and the consummation of the transactions contemplated by this Agreement, and the other agreements referenced in this Agreement, will not have any such effect. The transactions contemplated in this Agreement or any agreements referenced in this Agreement will not constitute a fraudulent conveyance, or otherwise give rise to any right of any creditor of Seller to any of the Purchased Assets after the Closing.

4. **Representations and Warranties of Buyer**

Buyer represents and warrants to Seller as follows:

4.1 **Authority.** The execution and delivery of this Agreement (and all other agreements and instruments contemplated hereunder) by Buyer, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all necessary action by the Board of Directors of Buyer, and no other act or proceeding on the part of Buyer or its shareholders is necessary to approve the execution and delivery of this Agreement and such other agreements and instruments, the performance by Buyer of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby. The signatory officers of Buyer have the power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto, to consummate the transactions hereby and thereby contemplated and to take all other actions required to be taken by Buyer pursuant to the provisions hereof and thereof.

4.2 **Execution and Binding Effect.** This Agreement has been duly and validly executed and delivered by Buyer and constitutes, and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto, upon their execution and delivery by Buyer, will constitute (assuming, in each case, the due and valid authorization, execution and delivery thereof by Seller), legal, valid and binding agreements of Buyer, enforceable against Buyer in accordance with their respective terms.

5. **Miscellaneous**

5.1 **Amendments and Waivers.** Any term of this Agreement may be amended or waived with the written consent of the parties or their respective successors and assigns. Any amendment or waiver effected in accordance with this Section 6.1 shall be binding upon the parties and their respective successors and assigns.

5.2 **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.3 **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

5.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

5.5 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.6 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

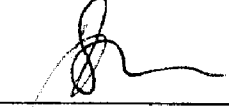
5.7 **Entire Agreement.** This Agreement and the documents referred to herein are the product of both of the parties hereto, and constitute the entire agreement between such parties pertaining to the subject matter hereof and thereof, and merge all prior negotiations and drafts of the parties with regard to the transactions contemplated herein and therein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

5.8 **Advice of Legal Counsel.** Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

[Signature pages follow]

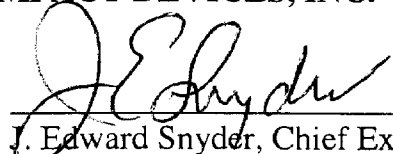
This Agreement has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the date first above written.

TOPSPIN COMMUNICATIONS, INC.

By: 

Ross Schibler, Chief Executive Officer

COMPACT DEVICES, INC.

By: 

J. Edward Snyder, Chief Executive Officer

Exhibit A

Assignment of Trademark Under 37 C.F.R. 3.11

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Compact Devices, Inc.

Mark: TOPSPIN

Registration No.: 2,083,682

Issued: July 29, 1997

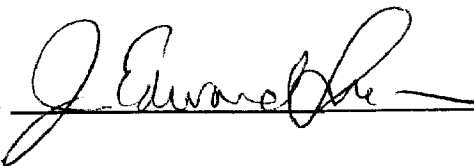
ASSIGNMENT OF TRADEMARK UNDER 37 C.F.R. 3.11

WHEREAS, Compact Devices, Inc., a California corporation, is the owner of the trademark TOPSPIN now registered in the United States Patent and Trademark Office and referenced above;

WHEREAS, Topspin Communications, Inc., a Delaware corporation, having its principal offices at 2460 Embarcadero Way, Palo Alto, CA 94303, is desirous of acquiring said registered trademark; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Compact Devices, Inc. hereby assigns to Topspin Communications, Inc. all right, title and interest in and to the trademark TOPSPIN, together with the goodwill of the business symbolized by said trademark and the registration thereof.

Signed at 1991 Concourse Drive, San Jose, CA 95131, on this ^{MAY}~~31~~ day of ~~April~~, 2001

By:  _____

J. Edward Snyder, Chief Executive Officer