

06-20-2001

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

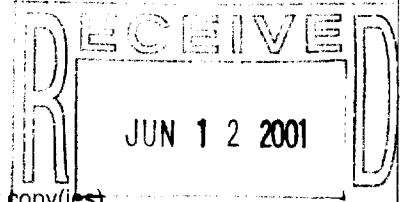
U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101754444

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

6-17-01



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

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)  
Document ID# \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_ 02/28/01 \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Everex Systems, Inc.

February 28, 2001

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization California corporation

Receiving Party

Mark if additional names of conveying parties attached

Name Palm, Inc.

DBA/AKATA \_\_\_\_\_

Composed of corporation of Delaware

Address (line 1) 5470 Great America Parkway

Address (line 2) \_\_\_\_\_

Address (line 3) Santa Clara CA 95052  
City State/County Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

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.)

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. 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: 002316 FRAME: 0564

**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 415-777-3999

Name Heidi E. Klein, Esq.

Address (line 1) Steinhart & Falconer LLP

Address (line 2) 333 Market Street, Suite 3200

Address (line 3) San Francisco, CA 94105-2150

Address (line 4) \_\_\_\_\_

Pages Enter the total number of pages of the attached conveyance document including any attachment. # 1

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).  
Trademark Application Number(s)  Mark if additional numbers attached  
Registration Number(s)

75528694 \_\_\_\_\_

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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: # 19-4215

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.

Heidi E. Klein  
Name of Person Signing

[Signature]  
Signature

June 11, 2001  
Date Signed

## WORLDWIDE ASSIGNMENT OF TRADEMARK

**THIS AGREEMENT** is entered into as of the 28<sup>th</sup> day of February 2001, by and between **Everex Systems, Inc.**, a California corporation, located and doing business at 5020 Brandin Court, Fremont, California 94538 (hereinafter "Everex") on the one hand, and **Palm, Inc.**, a corporation organized and existing under the laws of the State of Delaware, located and doing business at 5470 Great America Parkway, Santa Clara, California 95052 (hereinafter "Palm") on the other hand.

### RECITALS

**WHEREAS**, Everex is the owner of applications to register the trademark PALM TALK for use with personal telephone and digital assistants in various countries, which include and are the subject of applications listed in Schedule A;

**WHEREAS**, Palm is the owner of and has used various trademarks incorporating the term PALM since at least as early as 1992 for use with its family of PALM trademarks throughout the world for computer hardware and software and accessories for handheld computers, which include but are not limited to United States Trademark Registration Nos. 1,915,813 for PALM COMPUTING; 1,772,255 for PALMPOINT; 1,887,791 for PALMPRINT; 1,909,820 for PALMMODEM; 1,965,938 for PALMCONNECT; 2,265,234 for PALM OS; and 2,348,355 for PALM.NET;

**WHEREAS**, Everex wishes to assign all of its rights, title and interest to the PALM TALK trademark, including any and all common law rights therein, applications to register and Registrations therefore, together with the goodwill of the business symbolized by the PALM TALK trademark; and

**WHEREAS**, Palm is desirous of acquiring all right, title and interest in and to the PALM TALK trademark, including any and all common law rights therein, applications to register

and Registrations therefor.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants, terms and conditions hereinafter expressed, the parties agree as follows:

1. Transfer of Rights in Trademark. Everex does hereby assign, grant, transfer and otherwise convey to Palm, all of Everex's right, title and interest in and to the PALM TALK trademark, including all of its common law rights therein, applications to register and Registrations therefor, together with the goodwill of the business symbolized by the PALM TALK trademark.

2. Payment. Palm shall pay Everex the sum of five thousand dollars (\$ 5000) for each current and pending application listed on Schedule A.

3. Representations and Warranties. Everex represents and warrants that (i) each application listed in Schedule A is a current, valid and pending trademark application, (ii) it has the power and authority to execute this agreement; (iii) it has not entered into any agreement that conflicts with the terms of this Agreement; and (iv) there are no pending or threatened claims by any third party relating to the use, registration, or ownership of the PALM TALK trademark.

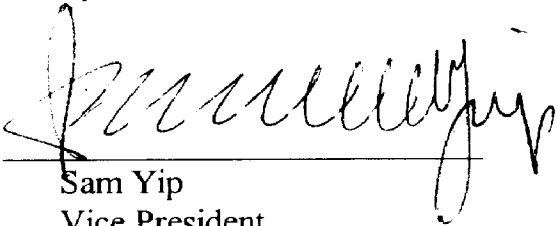
4. Further Assurances. Everex shall execute and deliver to Palm such documents and take such actions as requested by Palm to effect the legal transfer of the rights herein conveyed to Palm herein. Everex agrees to execute an individual assignment for each country listed on Schedule A at Palm's request.

5. General. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns and affiliates. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior or contemporaneous, written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may be amended only in writing executed by each of the parties. This Agreement will be governed by the law of the State of California, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the

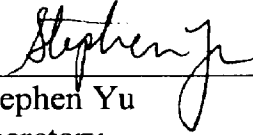
date indicated below.

Assignor:  
Everex Systems, Inc.

By   
\_\_\_\_\_  
Sam Yip  
Vice President

Dated: ~~December~~ \_\_\_\_\_, 2000  
February 28, 2001

Assignee:  
Palm, Inc.

By   
\_\_\_\_\_  
Stephen Yu  
Secretary

Dated: ~~December~~ \_\_\_\_\_, 2000  
March 6, 2001

**Schedule A**

**Assignment Between Everex Systems, Inc. and Palm, Inc. for Mark PALM TALK**

<b><u>Country</u></b>	<b><u>Application No.</u></b>
Australia	768663
Brazil	982792
United States	75/528,694