



08-06-2001



By \_\_\_\_\_  
of receiving party(ies):

To the Assistant Commissioner for Trademarks, F

1. Name of conveying party  
Constellar Corporation

101800397

DataMirror Corporation

- Individual(s)
- Association
- General Partnership
- Limited liability company
- Corporation
- Other \_\_\_\_\_

7-30-01

Street Address: 3100 Steeles Avenue East  
Markham Ontario  
City \_\_\_\_\_ Zip L3R 853

Individual(s) citizenship \_\_\_\_\_

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: September 29, 2000

- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - State Canada
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation 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)

B. Registration No.(s) 2,285,938

Additional numbers attached? Yes No

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

Name: John R. Garber  
Internal Address: Cooper & Dunham LLP

Street Address: 1185 Avenue of the Americas

23rd Floor

City: New York State: New York ZIP 10036

6. Total number of applications involved:

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

John R. Garber  
Name of Person Signing

Signature

Date

7/26/01

Total Number of pages including cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the office of Management and Budget, Paperwork Reduction Project. (0651-0011). Washington, D.C. 20503

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: DataMirror Corporation

Reg. No: 2,285,938

Registered: October 12, 1999

Mark: **CONSTELLAR**

To The Assistant Commissioner for Trademarks  
Trademark Examining Operation  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Registrant appoints John R. Garber of Cooper & Dunham LLP, 1185 Avenue of the Americas, New York, New York 10036 as its Domestic Representative upon whom all notices and process in respect of the subject registration may be served.

Dated: *June 29, 2001*

DATAMIRROR CORPORATION

# TRADEMARK ASSIGNMENT

WHEREAS, CONSTELLAR CORPORATION (the "Assignor"), a corporation organized and existing under the laws of the State of California, has adopted and used and is the sole and exclusive owner in the United States of the trademark CONSTELLAR and of the registration therefor set forth below (hereinafter collectively referred to as the "Trademark"):

CONSTELLAR, U.S. Reg. No. 2,285,938, Issued 10/12/99

and of all of the goodwill of the business appurtenant thereto;

WHEREAS, DATAMIRROR CORPORATION (the "Assignee"), a corporation organized and existing under the laws of Canada, is acquiring the Trademark from Assignor, pursuant to that one "Asset Purchase Agreement" dated September 1, 2000, to which Assignor and Assignee are parties; and

WHEREAS, Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademark to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademark, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

AND, Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective this 29th day of September, 2000

CONSTELLAR CORPORATION

By: 

Name: Brian Donnelly

Title: Director