

08-20-2001

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REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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)

- Individual  General Partnership  Limited Partnership  Association

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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06/17/2001 DBYRNE 00000091 090474 75804009  
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**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" value="75/804,009"/>	<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"/>
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**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 account 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.

ALEXANDER TOGNINO                      Alexander Tognino                      7/30/01  
 Name of Person Signing                      Signature                      Date Signed

**Trademark Assignment  
For the U.S.**

WHEREAS, Informix Corporation, a Delaware Corporation, and Informix Software, Inc., (both referred to as "Informix"), a Delaware Corporation, with a place of business at 4100 Bohannon Drive, Menlo Park, California 94025, has adopted, owns, used or is using, and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in the trademarks listed below (referred to as the "Trademarks");

WHEREAS, International Business Machines Corporation, a New York corporation, (referred to as "IBM"), is desirous of acquiring the entire right, title and interest, to the Trademarks, including the applications, registrations and common law rights, in and to the Trademarks, along with the goodwill associated therewith, for valuable consideration;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Informix hereby transfers and assigns to IBM, its successors and assigns, free and clear of all liens or other encumbrances, (other than Permitted Liens), and IBM hereby accepts the transfer and assignment of, the entire right, title and interest of Informix in and to the Trademarks including common law rights thereof and any rights based on an intent to use such Trademarks, as indicated on the attached schedules, along with the goodwill associated therewith, in all countries and regions of the world as indicated, including the right to file applications and obtain Trademarks under the terms of any international treaty or conventions, and further agrees to perform such lawful acts and to execute any and all trademark applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such trademark rights; and all renewals and extensions thereof which may be granted relating to the Trademarks; and Informix hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all further trademarks resulting from any applications pending with regard to the Trademarks, insofar as IBM's interest is concerned, to IBM as assignee of Informix's entire right, title and interest therein.

Informix also hereby transfers and assigns to IBM, its successors and assigns, and IBM hereby accepts the transfer and assignment of, any foreign rights to the Trademarks, in all countries and regions of the world, including the right to file applications and obtain trademarks under the terms of any international treaty or conventions, and further agrees to perform at IBM's expense, upon reasonable notice, such lawful acts and to execute any and all trademarks applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such trademark rights.

This Trademark Assignment is subject to and includes by reference all of the representations, warranties, covenants and indemnities of or by Informix with respect to the Intellectual Property set forth in the Master Purchase Agreement among IBM and Informix dated as of April 24, 2001 ("the MPA"). Capitalized terms used but not identified herein shall be the meanings given to such terms in the MPA.

Upon the written request of IBM, Informix hereby further agrees that Informix will sign all lawful papers, execute all renewal, extension and substitute applications, make all lawful oaths, and provide reasonable assistance to aid IBM, its successors, assigns and nominees to obtain and enforce proper protection for the Trademarks in all countries.

<b>Trademark</b>	<b>Class</b>	<b>Serial Number</b>
<b>I. FOUNDATION</b>	<b>9</b>	<b>75/804009</b>

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment by its respective duly authorized officer in their respective corporate names.

INFORMIX SOFTWARE, INC.

By [Signature]  
Name  
Title President  
Date July 1, 2001

STATE OF )  
                  ) ss:  
COUNTY OF )

Before me, the undersigned, a Notary Public of the State of New York  
personally appeared James Foy, having been sworn by me according to law did  
depose and say he was the President of the Informix Software, and did  
acknowledge the execution of the foregoing Patent Assignment on behalf of said Assignor. Inc.

WITNESS my hand and Notarial seal this 1st day of July.

[Signature]  
Notary

GRACEANNET FAVARA  
NOTARY PUBLIC, State of New York  
No. 01FA5026646  
Qualified in Kings County  
Commission Expires April 25, 2002

INTERNATIONAL BUSINESS  
MACHINES CORPORATION

By Archie W. Colburn

Name

Title Director, Corporate Development

Date July 1, 2001

STATE OF )  
                  ) ss:  
COUNTY OF )

Before me, the undersigned, a Notary Public of the State of New York  
personally appeared Archie W. Colburn, having been sworn by me according to law did  
depose and say he was the Dir., Corp. Development of the IBM Corporation and did  
acknowledge the execution of the foregoing Patent Assignment on behalf of said Assignor.

WITNESS my hand and Notarial seal this 1st day of July.

Graceanne T. Favara  
Notary

GRACEANNE T. FAVARA  
NOTARY PUBLIC, State of New York  
No. 01FA5026646  
Qualified in Kings County  
Commission Expires April 25, 2002