



01-11-2002

1.7.02



101940749

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

Form **PTO-1594**  
(Rev. 08/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Centum Software Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: November 20, 2001

2. Name and address of receiving party(ies)

Name: Gupta Technologies, LLC

Internal Address: Attn: Legal Counsel

Street Address: 2025 First Avenue, Suite 1050

City: Seattle State: WA Zip: 98121

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other Limited Liability Company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations 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. Trademark Registration No.(s)

936, 423

Additional number(s) attached  Yes  No

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

Name: General Counsel

Internal Address: Platinum Equity, LLC

Street Address: 2049 Century Park East  
Suite 2700

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 240.00

- 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.

Michael Ross  
Name of Person Signing

[Signature]  
Signature

1/4/02  
Date

5

Total number of pages including cover sheet, attachments, and document:

01/10/2002 DBYRNE 00000061 1936423

01 FC:481  
02 FC:482

40.00 DP  
200.00 DP

All documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**Recordation Form Cover Sheet**

Assignor: Centura Software Corporation

Assignee: Gupta Technologies, LLC

**Continuation of Item 4.B.**

1,975,403

1,684,124

2,070,176

1,468,090

1,539,046

1,535,082

1,583,504

2,388,279

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Centura Software Corporation, a Delaware corporation ("Assignor"), is the exclusive owner of the entire right, title and interest in and to all of the Trademarks and applications therefore listed on Appendix A (which Appendix is attached hereto and incorporated herein by this reference) (collectively, the "Trademarks").

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement (the "Purchase Agreement") dated January 15, 2001, by and among Assignor and Gupta Holdings, LLC, a Delaware limited liability company ("GH"), Assignor has agreed to assign and transfer to Gupta Technologies, LLC ("Assignee"), a wholly owned subsidiary of GH, and Assignee has agreed to acquire, all of the right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns and transfers nunc pro tunc as of the "Closing Date" (as defined in the Purchase Agreement):

(a) the entire and exclusive right, title and interest of Assignor in and to the Trademarks, free and clear of all liens, claims and encumbrances; and

(b) the sole right to enforce the Trademarks, including, without limitation, the right to sue for and recover for Assignee's own use accrued profits and damages for any and all infringements thereof, including, without limitation, past infringements, with respect to which Assignor hereby waives any right to receive any portion thereof.

2. Assignor hereby agrees, without further consideration, to take all such actions, and to execute all such applications, oaths, petitions, assignments or other instruments, which may be necessary in order to carry into full force and effect the assignment and transfer of the Trademarks by Assignor to Assignee under this Assignment of Trademarks.

3. Assignor covenants that it has the full right, power and authority to enter into this Assignment of Trademarks, and to assign and transfer the Trademarks to Assignee, and has not executed any agreement in conflict herewith.

4. Assignor hereby authorizes the United States Patent and Trademark Office to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

SIGNED AND SEALED this 20<sup>th</sup> day of NOVEMBER, 2001.

Centura Software Corporation,  
a Delaware corporation

By: John Bowman  
John Bowman,  
Chief Financial Officer

(Corporate Seal)

State of California )  
 ) ss.  
County of ALAMEDA )

On this 20 day of NOVEMBER, 2001, before me,  
Mickey Lefcourt, A Notary Public for the State of California  
personally appeared JOHN BOWMAN, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument, and acknowledge to  
me that he executed the same in his authorized capacity, and that by his  
signature on the instrument, the person, or the entity upon behalf of which  
the person acted, executed the instrument.

WITNESS, my hand and official seal.

Mickey Lefcourt  
Notary Public



(SEAL)

**APPENDIX A**

<b>United States Trademark Number</b>	<b>Date of Issuance</b>	<b>Title</b>
1,936,423	11/21/95	GUPTA
1,975,403	5/21/96	GUPTA POWERED LOGO
1,684,124	4/21/92	QUEST
2,070,176	6/10/97	QUICKOBJECTS
1,468,090	12/8/87	SQLBASE
1,539,046	5/16/89	SQLHOST
1,535,082	4/18/89	SQLROUTER
1,583,504	2/20/90	SQLTALK
2,388,279	9/19/00	SQLBASE EXCHANGE