

01-28-2002

U.S. Department of Commerce  
Patent and Trademark Office

SHEET



101960447

To the Honorable Commissioner of Patents

The attached original documents or copy thereof.

1. Name of conveying party: Intersolv, Inc.

1-28-02

2. Name and Address of receiving party

Name: DataDirect Technologies

Address: 9420 Key West Avenue  
Rockville, Maryland 20850☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation (State-Delaware)  
☐ OtherAdditional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Effective Date: November 8, 2001

☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation (State -)  
☒ Other a Cayman Islands companyIf 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) See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No5. Name and address of party to whom correspondence  
concerning document should be sent:Hayley M. Smith  
Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90  
☒ Enclosed☒ Any deficiency is authorized to be charged to  
Deposit Account No. 111098

8. Deposit Account No. 111098

(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 LYNN  
Name of Person Signing

Signature

1/25/02  
Date

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

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENT  
WASHINGTON D.C. 20231

01/29/2002 6TON11 00000069 2000319

01 FEB 2002

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50.00 OPTRADEMARK  
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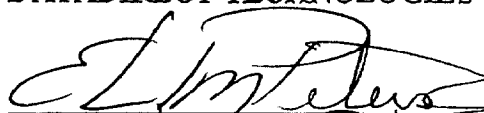
**DESIGNATION OF DOMESTIC REPRESENTATIVE**

John Lynn, Esq. of the firm Kirkland & Ellis, whose postal address is Citigroup Center, 153 East 53rd Street, New York, New York 10022-4675 is hereby designated assignee's representative upon whom notice or process in proceedings affecting the recordation of the assignment between Intersolv, Inc. and DataDirect Technologies.

DATADIRECT TECHNOLOGIES

1/02/02

Date



Name: Edward M. Peters, Jr.

Title: Director

**Schedule A**  
TO RECORDATION FORM COVER SHEET

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	STATUS
DATADIRECT (STYLIZED)	2,000,319	September 10, 1996	Registered
DATADIRECT CONNECT	75/468012	April 14, 1998	Notice of Acceptance of State of Use
DATADIRECT CONNECT OLE DB	2,320,210	February 22, 2000	Registered

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 8th day of November, 2001 ("Effective Date"), by and between Intersolv, Inc., a corporation organized under the laws of the state of Delaware, with offices at 9420 Key West Avenue, Rockville, Maryland ("Assignor"), and DataDirect Technologies, a company organized under the laws of the Cayman Islands, with offices at 9420 Key West Avenue, Rockville, Maryland 20850 ("Assignee").

WHEREAS, Assignor's ultimate parent company, MERANT plc ("MERANT"), and Assignee have entered into that certain Purchase Agreement dated September 10, 2001, amended as of the date hereof (the "Purchase Agreement"), pursuant to which MERANT has agreed, *inter alia*, to cause Assignor to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A (the foregoing U.S. trademark registrations and applications collectively referred to herein as the "Marks"); and (b) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in and to the

Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements of any of the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

- 2 -

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This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

\* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

6th day of NOVEMBER, 2001.


INTERSOLV, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATADIRECT TECHNOLOGIES

By: 

Name: Edward M. Peters, Jr.

Title: Director

**IN TESTIMONY WHEREOF**, the Assignor and Assignee have caused this  
Assignment to be signed and executed by the undersigned officers thereunto duly authorized this  
28<sup>th</sup> day of November, 2001.

INTERSOLV, INC.

By:  \_\_\_\_\_

Name: Kenneth Sexton

Title: Senior Vice President

DATADIRECT TECHNOLOGIES

By: \_\_\_\_\_

Name: \_\_\_\_\_

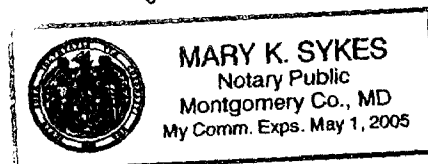
Title: \_\_\_\_\_



STATE OF Maryland )  
COUNTY OF Montgomery ) ss.:

On this 16<sup>th</sup> day of November 2001, there appeared before me  
Edward M. Peters Jr., personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
Data Direct Technologies

Mary K. Sykes  
Notary Public



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

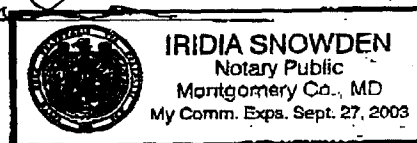
On this \_\_\_\_\_ day of \_\_\_\_\_ 2001, there appeared before me  
\_\_\_\_\_, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF )  
COUNTY OF ) ss.:

On this 28<sup>th</sup> day of November 2001, there appeared before me Kenneth Sexton, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of the Assignor.

Irilia Snowden  
Notary Public



STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2001, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# Schedule A

MARK	APPLICATION SERIAL NUMBER REGISTRATION	FILING DATE/ REGISTRATION DATE	STATUS
DATADIRECT (STYLIZED)	2,000,319	September 10, 1996	Registered
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RECORDED: 01/28/2002

TRADEMARK  
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