

03-14-2002

OFFICE OF PUBLIC RECORDS



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FINANCE SECTION

RECORDATION 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 2-27-02
- 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
- Merger Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

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)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

03/13/2002 TDI A21 00000175 2201986

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

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. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), 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: 002461 FRAME: 0182

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2201986"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2319708"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Kathryn M. Wheble

2/12/02

Name of Person Signing

Signature

Date Signed

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("the "Agreement"), is dated and effective as of August 2, 2000, ("Effective Date") is entered into by and between Pick Systems, a California corporation having its principal place of business at 1691 Browning Avenue, Irvine, California 92606 ("Buyer"), and General Automation, Inc., a Delaware corporation having its principal place of business at 17731 Mitchell North, Irvine, California 92614 ("Seller").

WHEREAS, Seller is a computer software and database developer that owns certain Pick Systems related ("PR") database management products, related customer accounts, related service agreements and other PR assets;

WHEREAS, Buyer is also a computer software and database developer, manufacturer, distributor and seller;

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller its PR database management products, PR customer accounts and PR service agreements, and other PR assets, as more fully described herein;

WHEREAS, the parties hereto desire to set forth herein their agreements and understandings with respect to the subject matter hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

### SECTION 1 PURCHASE AND SALE OF ASSETS

(a) Acquired Assets. On and subject to the terms and conditions of this Agreement, Buyer hereby purchases from Seller, and Seller hereby sells, transfers, conveys and delivers to Buyer, all right, title and interest of Seller free and clear of any liens, mortgages or encumbrances in and to each of the following assets (collectively, the "Acquired Assets"):

(i) All of the customer accounts pertaining to Seller's line of PR Database Management Products, as defined below, including without limitation the customer accounts previously acquired by Seller from Sequoia, ADDS, C.ITOH and Sanyo/Icon, as more fully described on Schedule 1(a)(i) attached hereto (the "PR Database Product Customers").

(ii) All Seller's source code to the following products (collectively, the "PR Database Management Products"): R83, R91, Mentor Operating Environment (MOE), Mentor PC/OS, Mentor PRO, mvBase, mvEnterprise, mvPRO, Sequoia PICK, Sequoia PRO,

PICK O/A, CIE PICK and PICK64+, as more fully described on Schedule 1(a)(ii) attached hereto, together with all Intellectual Property (see Section 1(a)(viii) below) pertaining thereto.

(iii) Copies of all documents, books and records pertaining to Seller's PR Database Management Products, as described on Schedule 1(a)(iii) attached hereto.

(iv) Copies of all customer lists, customer sales files and supplier lists pertaining to Seller's PR Database Management Products, as described on Schedule 1(a)(iv) attached hereto.

(v) All rights to all license agreements, customer contracts, purchase orders and other agreements pertaining to Seller's PR Database Management Products described in Section (a) of Schedule 1(a)(v), attached hereto and all Pick Licenses (collectively the "Assumed Agreements").

(vi) All goodwill pertaining to Seller's PR Database Management Products.

(vii) All accounts receivable of Seller derived from service contracts pertaining to Seller's PR Database Management Products, as described on Schedule 1(a)(vii) attached hereto (the "Assigned Accounts Receivable").

(viii) All Intellectual Property relating to the PR Database Management Products, including, without limitation, the items of Intellectual Property identified on Schedule 1(a)(ii), and all remedies against infringement thereof and rights to protection of interests therein under the laws of all jurisdictions, as more fully described on Schedule 1(a)(viii) attached hereto (the "PR Intellectual Property").

(ix) All marketing, advertising and promotional materials pertaining to Seller's PR Database Management Products, as described on Schedule 1(a)(ix) attached hereto.

(x) The product names, trademarks and service marks pertaining to each of the PR Database Management Products as listed on Schedule 1(a)(x) attached hereto and all registrations and applications pertaining thereto (the "Assigned Marks"), together with all goodwill associated therewith, and all remedies against infringement thereof and rights to protection therein under the laws of all jurisdictions.

(b) Excluded-Assets. The Acquired Assets include only those assets and properties described or referred to in Section 1(a). Buyer acknowledges that certain data delivered to Buyer contains third party software, as identified in Schedule 1(b). Seller is not transferring any rights to Buyer regarding this third party software, and Buyer shall not duplicate, distribute or use this third party software in any way whatsoever. Seller is not selling or assigning any other assets or properties, which assets and properties shall remain the property of Seller (collectively, the "Excluded Assets").

and/or injunctive or other equitable relief (including, without limitation, the remedy of rescission) to enforce or prevent any violations of the provisions of this Agreement. Without limiting the generality of the foregoing, Seller hereby agrees that in the event that Seller fails to convey the Acquired Assets to Buyer in accordance with the provisions of this Agreement, Buyer's remedy at law may be inadequate. In such event, Buyer shall have the right, in addition to all other rights and remedies it may have, to specific performance of the obligations of Seller to convey the Acquired Assets.

(n) Attorneys' Fees. In the event of any proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party such prevailing party's reasonable attorneys' fees and costs and expenses incurred in such proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**BUYER:  
PICK SYSTEMS**

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

  
Gil Figueroa, President and CEO

**SELLER:  
GENERAL AUTOMATION, INC.**

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

  
Jane M. Christie, President

## **Schedule: 1(a) (x)**

**Description:**  
List of Trademarks

**Content:**  
1. List of GA Database Trademarks – 2 pages

DATABASE TRADEMARK LIST

MARK	REFERENCE	MARK TYPE CLASS	SERIAL NO. REG. NO.	FILED ISSUED	STATUS	GOODS/ SERVICES	SCHEDULED ACTIONS
mv.BASE (stylized)	30008-AUS Australia	TM 09	735734/ 735734	5/26/97 7/24/98	Registered	Computer programs, namely database application development environment programs	Renewal due 5/26/07
mv.BASE (stylized)	30008-ENG United Kingdom	TM 09	2133952 2133952	5/27/97 1/23/98	Registered	Same Same	Renewal date 5/27/07
mv.BASE	30008-FRA France	TM 09	97679462 97679462	5/26/97 5/26/97	Registered	Same	Renewal date 5/25/07
mv.BASE (stylized)	30008-USA United States	TM 09	75204483 2201986	11/26/96 11/3/98	Registered	Same Same	Renewal date 11/3/8 Sections 8 & 15 due 11/3/04
mv.ENTERPRISE (stylized)	31240 AUS Australia	TM 09	743121 743121	9/4/97 3/27/98	Registered	Computer software, including relational database management systems	Renewal date 9/4/07
mv.ENTERPRISE	31240 ENG United Kingdom	TM 09	2144154 2144154	9/5/97	Registered	Management Systems Software	Renewal due 9/5/07
mv.ENTERPRISE (Stylized)	31240 FRA France	TM 09	97700729 97700729	10/22/97 4/3/98	Registered	Apparatus and instrument scientist (other that with use medical), nautical, geodetic, photographic, cinematographic, optics, of weighing, of measuring, of indication, of control (inspection) of help (rescue) and of teaching;	Renewal date 10/21/07

Revised 07/14/2000

DATABASE TRADEMARK LIST.DOC

								apparatuses for the recording, the transmission, the reproduction of the sound or the images; supports of tape recording, acoustic discs; slot-machines and mechanisms for apparatuses with prepayment; cash registers, desk-top calculators, equipment for the data processing and computers; extinguishers. Computer programs of management of relational databases.	
mv. ENTERPRISE (stylized)	31240-USA UNITED STATES	TM	75/337891	8/8/97	Registered	Relational database management software	Renewal date 2/15/10		
R91		TM		5/19/92			LAPSED 5/98		