

03-19-2002

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 exp. 4/94  
Copyright 1994-97 LegalStar  
TM05/REV03



ET  
Y

Docket No.:

OPEN-0013

102020890

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):  
**VERITAS Operation Corporation**  
**VERITAS Software Corporation**

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

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):

Name: **OpenService, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **110 Turnpike Road**

City: **Westborough**                      State: **MA**    ZIP: **01581**

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

If assignee is not domiciled in the United States, a domestic designation is                       Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes  N

3. Nature of conveyance:

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

Execution Date: **October 29, 2001**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
**76/091,850**

Additional numbers                       Yes  No

B. Trademark Registration No.(s)  
**1,994,999**

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

Name: **Spencer K. Warnick**

Internal Address: **Hoffman, Warnick & D'Alessandro LLC**

Street Address: **3 E-Comm Square**

City: **Albany**                      State: **NY**    ZIP: **12207**

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

03/19/2002 AAHMED1 00000012 76091850                      DO NOT USE THIS SPACE

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

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.*

**Spencer K. Warnick**                      *Spencer K. Warnick*                      **February 26, 2002**

Name of Person Signing                      Signature                      Date

## ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT is made as of October 31, 2001 by and among VERITAS Operating Corporation and VERITAS Global Corporation, each a Delaware corporation (each, an "Assignor" and collectively, "Assignors") and OpenService, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated October 31, 2001, pursuant to which Assignors have sold a portion of their ongoing and existing business to Assignee (the "Transferred Business") such that Assignee is Assignors' successor thereto;

WHEREAS, in connection therewith, Assignors desire to assign certain trademarks to Assignee which pertain to the Transferred Business;

WHEREAS, Assignors have intended to use the mark NERVECENTER in commerce and have filed a U.S. trademark registration application, now assigned Serial No. 76/091,850, indicating this intention, and for which Assignors have filed an allegation of use under §§ 1(c) or 1(d) of the Trademark Act but for which a U.S. trademark registration has not been issued (the "ITU Mark"); and

WHEREAS, Assignors are assigning the ITU Mark as part of the entire business or portion thereof to which the ITU Mark pertains as required by 15 U.S.C. §1060.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby transfers and assigns to Assignee all of its rights, title, and interest in and to the ITU Mark, including all common law rights and applications to register, together with the goodwill of the business symbolized by said ITU Mark and including all rights to sue and recover for past infringements thereof.

FURTHER, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby transfers and assigns to Assignee all of its rights, title, and interest in and to the mark NETLABS/NERVECENTER, U.S. trademark Reg. No. 1,994,999 (the "Mark"), including all common law rights and applications to register, together with the goodwill of the business symbolized by said Mark and including all rights to sue and recover for past infringements thereof.

FURTHER, Assignor covenants and agrees that, to the best of its knowledge and belief, Assignor has the full right to convey the entire interest herein assigned and that it has not executed any agreement in conflict herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed under seal as follows:

VERITAS Operating Corporation

VERITAS Software Global Corporation

By: [Signature]  
Name: **TED URSCHEL**  
Title: **Associate General Counsel and Assistant Secretary**

By: [Signature]  
Name: **TED URSCHEL**  
Title: **Associate General Counsel and Assistant Secretary**

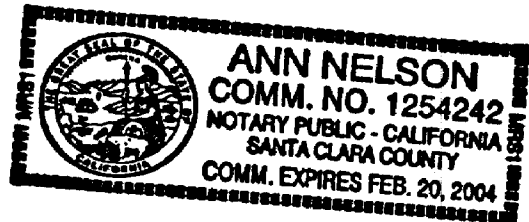
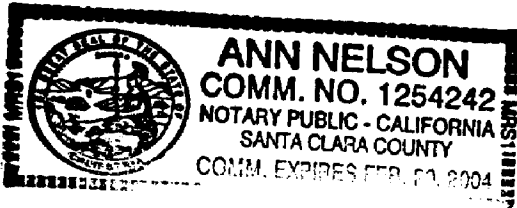
STATE OF CALIFORNIA

County of Santa Clara

October 29, 2001

Then personally appeared Ted Urschel [who, being by me duly sworn, did say that ~~she~~ he is        of       ] and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Ann Nelson  
NOTARY PUBLIC  
My Commission Expires 2-20-04



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