

4/11/02

04-22-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼

REC
T
▼



102062232

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

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

1. Name of conveying party(ies):

Network Computing Devices, Inc.
301 Ravendale Drive
Mountain View, CA 94043

- 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: March 25, 2002

2. Name and address of receiving party(ies)

Name: Neoware Systems, Inc.

Internal Address: Not Applicable

Street Address: 400 Feheley Drive

City: King of Prussia State: PA Zip: 19406

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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) Not Applicable

B. Trademark Registration No.(s) _____

See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Paula T. Bradley, Paralegal

Internal Address: McCausland, Keen & Buckman

Street Address: 259 N. Radnor-Chester Road,
Suite 160

City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Not Applicable

DO NOT USE THIS SPACE

9. Signature.

Paula T. Bradley, Paralegal
Name of Person Signing

Paula T. Bradley
Signature

April 2, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

04/22/2002 LNUELLER 00000017 2300698

01 FC:481

40.00 GP

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

TRADEMARK
REEL: 002488 FRAME: 0031

SCHEDULE A

**ATTACHMENT TO THE
RECORDATION COVER FORM**

**RE: NETWORK COMPUTING DEVICES, INC. (CONVEYING PARTY)
NEOWARE SYSTEMS, INC. (RECEIVING PARTY)**

4B. TRADEMARK REGISTRATION NO(S).

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
ThinSTAR	United States	2,300,698	12/14/99
ThinSTAR	European Community	1392018	1/17/01
ThinSTAR	Australia	815465	1/18/01



TRADEMARK ASSIGNMENT

WHEREAS, NETWORK COMPUTING DEVICES, INC., a corporation organized and existing under the laws of the State of Delaware, having an address at 301 Ravendale Drive, Mountain View, California 94043 (hereinafter "NCD"), is the owner of all rights, title and interest in and to the trademark ThinSTAR, including, but not limited to, registrations filed in the United States, the European Community and Australia, as set forth on Schedule A attached hereto (said trademark rights hereinafter being collectively referred to as "Trademark Rights").

WHEREAS, NEOWARE SYSTEMS, INC., a corporation organized and existing under the laws of the State of Delaware, and having an address at 400 Feheley Drive, King of Prussia, Pennsylvania 19406 (hereinafter "Neoware"), is desirous of acquiring all of the rights, title and interest in and to the Trademark Rights.

WHEREAS, NCD and Neoware are parties to an ASSET PURCHASE AGREEMENT dated March 22, 2002 (the "Agreement");

WHEREAS, pursuant to the Agreement NCD agreed to sell, and Neoware agreed to purchase the Assets identified in Section 2.1 of the Agreement, including, but not limited to the Intellectual Property specified in Section 2.1(c) and identified in Schedule 2.1(c) of the Agreement, which Intellectual Property includes the Trademark Rights.


NOW, THEREFORE, NCD and Neoware, intending to be legally bound under the laws of the Commonwealth of Pennsylvania, and for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. NCD hereby confirms its agreement to sell and does hereby sell to Neoware, and Neoware hereby confirms its agreement to purchase and does hereby purchase from NCD, all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.

2. NCD further agrees for itself, successors, assigns, and its legally bound predecessors, to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for Trademark Rights as may be reasonably required, and to take or to cause to be taken, all action, and to do, or to cause to be done all things, without further consideration, that may be reasonably required by Neoware, or by Neoware's successors-in-interest or assigns, fully to secure to Neoware, or to Neoware's successors-in-interest or assigns, NCD's interest as aforesaid in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 25th day of March, 2002.

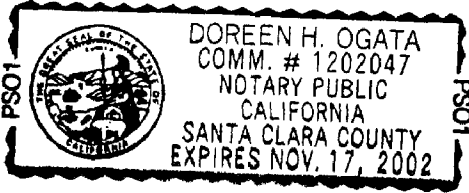
NETWORK COMPUTING DEVICES, INC.

By 
Name: Rudolph G. Morin
Title: Chief Financial Officer

STATE OF CALIFORNIA :
: SS
COUNTY OF SANTA CLARA :

On 3.25.02, before me, Doreen H. Ogata, Notary Public, personally appeared Rudolph G. Morin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged 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




Notary Public

My Commission Expires: 11/17/02

IN WITNESS WHEREOF, I hereunto affix my hand and seal this _____ day of March, 2002.

NEOWARE SYSTEMS, INC.

By _____
Name: Vincent T. Dolan
Title: Vice President – Finance
and Administration



IN WITNESS WHEREOF, I hereunto affix my hand and seal this _____ day of March, 2002.

NETWORK COMPUTING DEVICES, INC.

By _____

Name:

Title:

STATE OF CALIFORNIA

:

: SS

COUNTY OF _____

:

Before me personally appeared _____, who acknowledged that he is the _____ of NETWORK COMPUTING DEVICES, INC., that he has the authority to execute this Assignment on behalf of NETWORK COMPUTING DEVICES, INC., and has acknowledged the foregoing instrument to be his free act and deed this _____ day of March, 2002.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 26th day of March, 2002.

NEOWARE SYSTEMS, INC.

By Vincent T. Dolan

Name: Vincent T. Dolan

Title: Vice President – Finance
and Administration

(5)

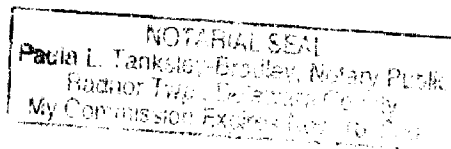
COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF ~~MONTGOMERY~~ Delaware :

Before me personally appeared Vincent T. Dolan, who acknowledged that he is the Vice President – Finance and Administration of NEOWARE SYSTEMS, INC., that he has the authority to execute this Assignment on behalf of NEOWARE SYSTEMS, INC., and has acknowledged the foregoing instrument to be his free act and deed this 26th day of March, 2002.

Paula L. Tankston-Bradley

Notary Public

My Commission Expires: 11/18/2002



6

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
ThinSTAR	United States	2,300,698	12/14/99
ThinSTAR	European Community	1392018	1/17/01
ThinSTAR	Australia	815465	1/18/01

⑦