

06-12-2002



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

102118790

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Atty. Ref.: 60641.200101

6/7/02

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(s).

Submission Type

- New
- 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
Effective Date
Month Day Year
12 12 2001
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12 12 2001

Name AGAIN TECHNOLOGIES, INC.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name MOTIVA, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 7077 KOLL CENTER PARKWAY 2ND FLOOR

Address (line 2) _____

Address (line 3) PLEASANTON CALIFORNIA 94566
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization CALIFORNIA

FOR OFFICE USE ONLY

06/11/2002 LMUELLER 00000194 2204404

01 FC:481

40.00 OP

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.

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TRADEMARK
REEL: 002523 FRAME: 0258

Expires 06/30/99
OMB 0651-0027

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,204,404"/>	<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

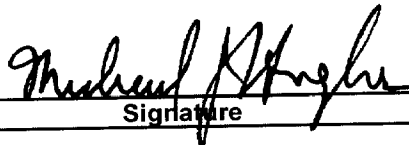
No

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.

MICHAEL J. HUGHES

Name of Person Signing



Signature

29 May 2002

Date Signed

V 1.2
for signature

ASSIGNMENT AGREEMENT

This Assignment Agreement is made as of **October 30, 2001** by and between **Entrada**, a Nevada company with offices at 7825 E. Gelding Drive, Scottsdale, AZ 85260 and ("Again Technologies") a California company with offices located at 7077 Koli Center, San Jose, CA 94566.

Recitals

Entrada has adopted, has used, is using and is the owner of the **MOTIVA** trademarks listed in **Attachment A** hereto and which are now registered in the United States of America in the United States Patent and Trademark Office and the European Union ("Trademarks");

Entrada also has all right title and interest to the domain name www.motiva.com ("Domain Name"); and

Entrada hereby agrees to sell, transfer and assign, and Again Technologies hereby agrees to purchase the Domain Name and Trademarks subject to the terms and conditions of this Agreement.

In consideration of good and valuable consideration as set forth herein, the parties agree as follows:

1. As of the Effective Date, Entrada hereby agrees to transfer and assign to Again Technologies all of Entrada's right, title and interest in and to the Trademarks and the registration thereof, together with the goodwill of the business connected with and symbolized by such Trademarks, and any intellectual property rights relating thereto, to the extent any such intellectual property rights exist including:
 - MOTIVA®, and
 - Motiva Software™
 - Registrations of Motiva® in the European Union (See Attachment A)
 - Registrations of Motiva® in the US (See Attachment A).
2. As of the Effective Date, Entrada hereby agrees to promptly transfer and assign to Again Technologies all of Entrada's right, title and interest in and to the Domain Name "www.motiva.com" and the registration thereof, together with the goodwill of the business connected with and symbolized by such Domain Name, and any intellectual property rights relating thereto, to the extent any such intellectual property rights exist.
3. Entrada agrees to immediately cooperate with Again Technologies and to follow Again Technologies' reasonable instructions in order to effectuate the transfer of the Domain Name registration in a timely manner. Specifically, Entrada agrees to prepare and transmit the necessary InterNic Registrant Name Change Agreement (RNCA) and or to correspond with InterNic (or other similarly suited registration entity selected by Again Technologies) to authorize transfer of the Domain Name, effective as of the Effective Date. The parties expect to have this transfer completed no later than November 30, 2001.
4. Entrada warrants and represents that it has unencumbered rights in the Domain Name and Trademarks, that Entrada properly acquired and/or registered the Trademarks and Domain Name without committing fraud or misrepresentation, that Entrada has the authority to transfer the Trademarks and Domain Name, and that to the best of Entrada's knowledge, the Domain Name and Trademarks do not infringe the rights of any third party. Entrada shall fully indemnify and defend Again Technologies against any claims for any breach of these representations, including any damages, costs, and fees (including reasonable legal fees).
5. Entrada agrees that if it has acquired rights to other URL's that are foreign language versions of the Domain Name, then Entrada shall be required to link such URLs directly to Again Technologies then current domain name. Entrada agrees to take no action to register the Motiva name for itself or others (except to Again Technologies as set forth herein), whether as a trademark or domain name.
6. Entrada shall only have continued limited rights to use the Motiva name as follows within the time frames set forth below:
 - In conjunction with the licensing of a software product called Motiva Design Group and Motiva eChange Solution that is not in the Enterprise Incentive Management marketing space;

RW

- Such use shall be without any future new printing usage of the ®, TM designation, or any other kind of attribution claim of ownership by Entrada and Entrada hereby foregoes any future claim of claiming a trademark or rights in the MOTIVA, (other than those in existing printed materials as set forth below);
- Such use of the MOTIVA product name only be for the following limited period of time:
 - Existing printed marketing literature - up to six (6) months in North America from the Effective Date. The term of Entrada's usage of the Motiva name in collateral existing as of the Effective Date in Europe shall end on December 31, 2002. Prior to September 30, 2002, Entrada can approach Again Technologies to request to extend such date beyond December 31, 2002 for an additional three (3) months only and if Entrada has compelling business reason that Again Technologies agrees that such consent will not be unreasonably withheld. For the avoidance of doubt, the compelling reason will only relate to the additional time needed to deplete the existing supply of marketing collateral that existed as of the Effective Date.
 - Existing product documentation - up to twelve (12) months in North America from the Effective Date; and for Europe up to eighteen (18) months from the Effective Date;
 - Any web site - up to six (6) months from the Effective Date; and
 - In any event, Entrada shall cease use of the MOTIVA name for any purpose after December 31, 2002, but there will be Entrada customers that have a software product that has been previously issued to them by Entrada that has the Motiva name associated with it, and due to practicalities, Entrada will not be required to retrieve or require cessation of such printed or digital documentation use, provided that such use or publication remains internal to the customer. Nonetheless, Entrada will take all reasonable efforts to "sunset" the Motiva name within a practical time frame.

7. Entrada represents and warrants that Entrada has and will cease using the MOTIVA name in any new product releases (other than as needed to for reference purposes for maintenance releases for the existing product) and that, subject to the terms herein, Entrada will not otherwise use the Motiva name going forward. Entrada will change the name in the event Entrada changes the functionality. Entrada hereby represents and warrants that the product it has currently labeled as MOTIVA will not be used to compete in Enterprise Incentive Management marketing space or be used to compete against Again Technologies. Again Technologies represents and warrants that it will not use the MOTIVA name to compete in the Enterprise Document Management marketing space.

8. Entrada represents that it acquired all rights, title and interest to the MOTIVA name and registrations set forth herein from Comerica Bank pursuant to a foreclosure action taken by and that no further payment or liability is due from Entrada to Comerica Bank or any other party.

9. As full and complete consideration of Entrada's commitments and representations pursuant to this Agreement, Again Technologies shall pay Entrada \$22,500 for the complete set of intellectual property rights to the MOTIVA name as set forth herein. Again Technologies shall pay Entrada the \$22,500 pursuant to the following schedule:

**\$10,000 upon execution of this Agreement by both parties;
 \$7,500 on January 1, 2002;
 \$5,000 on April 1, 2002.**

In the event Again Technologies fails to make timely payment to Entrada as set forth herein, and if not corrected within thirty (30) days after a written notice from Entrada, then Entrada shall have the right to claim a material breach of this Agreement and return of the intellectual property subject to this Agreement.

For a period of at least six (6) months from the Effective Date, both parties agree that they will make a good faith attempt to forward to each other all telephone calls (or will direct them to the intended party or take messages and provide over to the other), all postal letters, all e-mails and web inquiries and other similar inquiries that are intended for Again Technologies as the new owner of the Motiva name or to Entrada for their old product. After this six-month period of time, while there would be no firm contractual commitment, both parties will continue to reasonably cooperate with this undertaking.

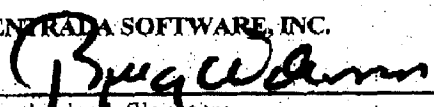
Beo

As soon as is practicable after Again Technologies completes its new website based on the use of the MOTIVA name (currently estimated to be on or about December 11, 2001), Again Technologies will add functionality to its website to allow visitors interested in Electronic Document Management to link to Entrada's website if they are interested in the two Entrada EDM software products that were marketed under the Motiva name prior to the Effective Date.

11. Again Technologies has plans to change its name during 2001 and this Agreement shall apply with full force and effect for the benefit of the newly named entity to which this Agreement shall automatically assign upon such name change.
12. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter of this Agreement. Governing law shall be the state of principal place of business of the defendant (California or Arizona).
13. This Agreement is binding on and shall inure to the benefit of the respective successors and/or assigns of the parties.


This Agreement is effective as October 30, 2001.

ENTRADA SOFTWARE, INC.


Authorized Signature

Bruce Williams, President & CEO
Printed Name and Title

AGAIN TECHNOLOGIES, INC.


Authorized Signature

E.M. CONROY CFO
Printed Name and Title

**Attachment A
To
Assignment Agreement**

Serial Number: 75227383
Registration Number: 2204404
Status: REGISTERED
USPTO Status: (700) REGISTERED
USPTO Status Date: November 17, 1998

Filed: January 17, 1997
Allowance Filed: February 3, 1998
Published: November 11, 1997
Registered: November 17, 1998

Goods/Services: COMPUTER SOFTWARE FOR USE IN CONNECTION WITH THE MANAGEMENT, TRACKING AND DOCUMENTATION OF MANUFACTURING AND PRODUCT DEVELOPMENT PROCESSES

International Class(es)
9 (Electrical and Scientific Apparatus)

International Class: 9
First Used: June 1997
In Commerce: June 1997

Post Publication Owner:
MOTIVA SOFTWARE CORPORATION
CALIFORNIA CORPORATION
12651 HIGH BLUFF DRIVE, SUITE 101
SAN DIEGO, CALIFORNIA 92130

Owner At Publication:
RIGHT ANGLE SYSTEMS & TECHNOLOGY, INC.
CALIFORNIA CORPORATION
12651 HIGH BLUFF DRIVE, SUITE 101
SAN DIEGO, CALIFORNIA 92130

Applicant:
RIGHT ANGLE SYSTEMS & TECHNOLOGY, INC.
CALIFORNIA CORPORATION
12651 HIGH BLUFF DRIVE, SUITE 101
SAN DIEGO, CALIFORNIA 92130

Assignment Information

Assignee:
MOTIVA SOFTWARE CORPORATION
CALIFORNIA CORPORATION
12651 HIGH BLUFF DRIVE, SUITE 101
SAN DIEGO, CALIFORNIA 92130

Assignor:
RIGHT ANGLE SYSTEMS & TECHNOLOGY, INC.
CALIFORNIA CORPORATION

Correspondent:
COOLEY GODWARD LLP
ATTN: SUSAN BERNEY-KEY, ESQ.
5 PALO ALTO SQUARE
3000 EL CAMINO REAL

Brief: CHANGE OF NAME
Signed: July 23, 1997
Recorded: September 15, 1997
Reel/Frame: 1633/0962

Assignee:

RW

COMERICA BANK-CALIFORNIA
75 EAST TRIMBLE ROAD
SAN JOSE, CALIFORNIA 95131

Assignor:

MOTIVA SOFTWARE CORPORATION

Correspondent:

GRAY CARY WARE & FREIDENRICH
ERIN O'BRIEN

400 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301

Brief: SECURITY AGREEMENT

Signed: October 19, 1998

Recorded: November 10, 1998

Reel/Frame: 1812/0143

Assignee:

COMERICA BANK-CALIFORNIA
CALIFORNIA CORPORATION
600 B STREET, SUITE 100
SAN DIEGO, CALIFORNIA 94301

Assignor:

MOTIVA SOFTWARE CORPORATION
DELAWARE CORPORATION

Correspondent:

GRAY CARY WARE & FREIDENRICH
ERIN O'BRIEN

400 HAMILTON AVENUE
PALO ALTO, CA 94301

Brief: SECURITY AGREEMENT

Signed: April 26, 2000

Recorded: June 8, 2000

Reel/Frame: 2100/0626

Filing Attorney: JANET L CULLUM

Filing Correspondent:

JANET L CULLUM

COOLEY GODWARD LLP

5 PALO ALTO SQ

3000 EL CAMINO REAL

PALO ALTO CA 94306-2155

RLW

25. MOTIVA

Status: REGISTRATION

Class: 9

Goods/Services:

(GERMAN) 09 COMPUTERSOFTWARE ZUR VERWENDUNG IN ZUSAMMENHANG MIT DER VERWALTUNG, VERFOLGUNG UND DOKUMENTATION VON HERSTELLUNGS- UND PRODUKTENTWICKLUNGSPROZESSEN.
(FRENCH) 09 LOGICIELS UTILISES POUR LA GESTION, LE PISTAGE ET LA DOCUMENTATION CONCERNANT LES PROCESSUS DE FABRICATION ET DE DEVELOPPEMENT DE PRODUITS.
(SPANISH) 09 PROGRAMAS INFORMATICOS PARA SU USO EN RELACION CON LA GESTION, SEGUIMIENTO Y DOCUMENTACION DE FABRICACION Y PROCESO DE DESARROLLO DE PRODUCTOS.
(ITALIAN) 09 SOFTWARE DA UTILIZZARE IN RELAZIONE ALLA GESTIONE, AL RILEVAMENTO E ALLA DOCUMENTAZIONE DI PROCESSI DI FABBRICAZIONE E DI SVILUPPO DEI PRODOTTI.
(DANISH) 09 COMPUTERSOFTWARE TIL BRUG I FORBINDELSE MED STYRING, SPORING OG DOKUMENTATION AF FREMSTILLINGS- OG PRODUKTUDVIKLINGSPROCESSER.
(DUTCH) 09 SOFTWARE VOOR GEBRUIK IN SAMENHANG MET HET BEHEER, HET VOLGEN EN DOCUMENTEREN VAN HET FABRICAGE- EN PRODUCTONTWIKKELINGSPROCES.
(PORTUGUESE) 09 SOFTWARE DESTINADO A SER UTILIZADO NO AMBITO DA GESTAO, LOCALIZACAO E DOCUMENTACAO DE PROCESSOS DE FABRICO E DE DESENVOLVIMENTO DE PRODUTOS.
(FINNISH) 09 VALMISTUS- JA TUOTEKEHITTELYMENETELMIEN HALLINNASSA, SEURANNASSA JA DOKUMENTOINNINNA KAEYTETTAEVAET TIETOKONEOHJELMISTOT.
(SWEDISH) 09 DATORPROGRAMVARA FOER ANVAENDNING I SAMBAND MED STYRNING, FOELJNING OCH DOKUMENTERING AV TILLVERKNINGS- OCH PRODUKTUTVECKLINGSPROCESSER.
(ENGLISH) 09 COMPUTER SOFTWARE FOR USE IN CONNECTION WITH THE MANAGEMENT, TRACKING AND DOCUMENTATION OF MANUFACTURING AND PRODUCT DEVELOPMENT PROCESS.

Owner Name: Motiva Software Corporation

Community Trademarks

BW