

07-16-2002

EET

Docket No.:

LY

24472.030



102158000

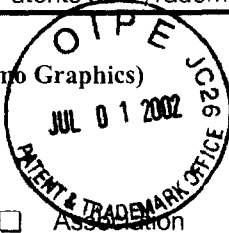
Tab settings

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

1. Name of conveying party(ies):

Elliott Productions, Inc. (d/b/a Prism Graphics)

7.1.02



- Individual(s)
- General Partnership
- Corporation-State **Oregon**
- Other

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

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

Name: Apple Computer, Inc.

Internal Address: _____

Street Address: One Infinite Loop

City: Cupertino State: CA ZIP: 95014

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 20, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,518,888

Additional numbers Yes No

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

Name: Theodore W. Jones, Esq.

Internal Address: _____

Street Address: Manatt, Phelps & Phillips, LLP

1001 Page Mill Road, Building 2

City: Palo Alto State: CA ZIP: 94304

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

one

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1847

DO NOT USE THIS SPACE

07/16/2002 6TON11 00000006 501847 2518888

01 FC:481 40.00 CH

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.

Theodore W. Jones, Esq.

Name of Person Signing

Signature

June 21, 2002

Date

5

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002544 FRAME: 0228

ASSIGNMENT OF TRADEMARKS

THIS REGISTERED TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the date specified below, by and between Elliott Productions, Inc. (d/b/a Prismo Graphics), an Oregon corporation, with its principal place of business at 111 North Seventh Street, Klamath Falls, Oregon 97601 ("Assignor"), and Apple Computer, Inc., a California corporation, with its principal place of business at One Infinite Loop, Cupertino, California 94015 ("Assignee").

Assignor and Assignee have entered into an Asset Purchase Agreement dated as of June 10, 2002 (the "Acquisition Agreement"), pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's rights, title and interest in and to certain registered and unregistered trademarks as listed on Exhibit B attached hereto; and

Assignee desires to acquire all rights, title and interest in and to certain registered and unregistered trademarks and all of the goodwill associated with and symbolized by such marks.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers certain trademarks to Assignee as follows:

1. Assignor has adopted, has used, uses and owns the registered trademark DVFonts® (Serial Number 76273770) (the "Mark") to identify and describe certain intellectual property and technology bundled into the various computer software products that Assignor has sold and sells in the ordinary course of its business.
2. Assignor has obtained a registration for the Mark on the Supplemental Register of the United States Patent and Trademark Office, Registration No. 2518888, issued on December 11, 2001 (the "Registration"), a true and correct copy of which is attached hereto as Exhibit A.
3. Assignor has also adopted, has used, uses and owns additional logos, trade names, product names and trade-dress in connection with its business which are suitable for trademark protection but for which Assignor has not obtained registered trademarks (the "Unregistered Marks").
4. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Mark, the Registration thereof and the Unregistered Marks, anywhere in the world, including all common law rights, together with all of the goodwill associated with and symbolized by the Mark and by the Unregistered Marks. Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper, or otherwise required by the Acquisition Agreement, to vest full title in and to the Mark, the Registration thereof, and the Unregistered Marks in Assignee.
5. Assignor hereby assigns to Assignee all possible claims, causes of action, rights to recovery, remedies and any recoveries however and arising out of any infringement or use of the

Mark or Unregistered Marks accrued as of the execution date of this Assignment written below. Nothing herein shall be construed or interpreted as obligating Assignee to defend, indemnify or hold harmless Assignor or any other party from or against any claims, threat of claims, or causes of action, relating to the Mark or the Unregistered Marks. Assignor represents and warrants that it will cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Mark, including United States and foreign applications and registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

6. This Assignment, upon its execution by both Assignor and Assignee, shall be attached as an exhibit to such form as is necessarily filed with the United States Patent and Trademark Office to legally record the assignment and transfer of the Mark and the Registration thereof to the Assignee with such Office.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 20 day of June, 2002.

ELLIOTT PRODUCTIONS, INC.
(d/b/a Prismo Graphics)

By: Tom Langmacher
Name: Tom Langmacher
Title: President

APPLE COMPUTER, INC.

By: _____

Name: _____

Title: _____

OREGON ALL-PURPOSE ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath)
) SS.

On 6-20-02, before me, Shannon Houck,
Date Name and Title of Officer (s.g. "Jane Doe, Notary Public")

personally appeared Tom Langmacker,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the ___ day of June, 2002.

ELLIOTT PRODUCTIONS, INC.
(d/b/a Prismo Graphics)

By: _____

Name: _____

Title: _____

APPLE COMPUTER, INC.

By: W. Stein

Name: William Stein

Title: VP PRO APPLICATIONS DEVELOPMENT

EXHIBIT A

Mark Registration



UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO. 76/273770 MARK DVEFONTS ADDRESS ELLIOTT PRODUCTIONS 981 VISTA WAY KLAMATH FALLS OR 97601-1954	APPLICANT Elliott Productions ACTION NO. 01 MAILING DATE 08/23/01 REF. NO.	PAPER NO. ADDRESS: Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 www.uspto.gov If no fees are enclosed, the address should include the words "Box Responses - No Fee." Please provide in all correspondence: 1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this action. 3. Examining Attorney's name and law Office number. 4. Our telephone number and ZIP code.												
FORM PTO-1525 (5-90) U.S. DEPT. OF COMM. PAT. & TM OFFICE TRADEMARK LAW OFFICE 106 Serial Number: 76/273770 Mark: DVEFONTS **Please Place on Upper Right Corner** **of Response to Office Action ONLY**														
John C. Tingley 1. Telephone Call <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">TELEPHONE CALL</td> <td style="width:30%;">INTERVIEW DATE</td> <td style="width:40%;">ATTORNEY</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>August 23, 2001</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>PERSONAL INTERVIEW</td> <td></td> <td>APPLICANT</td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/></td> </tr> </table>			TELEPHONE CALL	INTERVIEW DATE	ATTORNEY	<input checked="" type="checkbox"/>	August 23, 2001	<input checked="" type="checkbox"/>	PERSONAL INTERVIEW		APPLICANT	<input type="checkbox"/>		<input type="checkbox"/>
TELEPHONE CALL	INTERVIEW DATE	ATTORNEY												
<input checked="" type="checkbox"/>	August 23, 2001	<input checked="" type="checkbox"/>												
PERSONAL INTERVIEW		APPLICANT												
<input type="checkbox"/>		<input type="checkbox"/>												
CALL RECORD/NOTES OFFICE SEARCH: The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TIMEP section 1105.01. RE: Serial Number 76/273770 In accordance with the authorization granted by the above Applicant or attorney, the application has been AMENDED as indicated below. No response is necessary unless there is an objection to the amendment.														

Applicant has converted to the Supplemental Register.



 John C. Tingley
 Law Office 106
 Trademark Examining Attorney

EXHIBIT B

List of Unregistered Marks

- Prismo Graphics (includes name, logo and all trade dress associated therewith)**
- India Special Effects Titler (includes name, logo and all trade dress associated therewith)**
- India Pro Special Effect Titler (includes name, logo and all trade dress associated therewith)**
- iglow (includes name, logo and all trade dress associated therewith)**
- Pyro (includes name, logo and all trade dress associated therewith)**
- Organics (includes name, logo and all trade dress associated therewith)**
- TVfonts (includes name, logo and all trade dress associated therewith)**
- Tesla (includes name, logo and all trade dress associated therewith)**
- berede (includes name, logo and all trade dress associated therewith)**
- Wiggles (includes name, logo and all trade dress associated therewith)**
- 264 Moving Textures (includes name, logo and all trade dress associated therewith)**
- Softdrops (includes name, logo and all trade dress associated therewith)**
- backstrokes (includes name, logo and all trade dress associated therewith)**
- Time Warps (includes name, logo and all trade dress associated therewith)**
- technoise (includes name, logo and all trade dress associated therewith)**
- Clouds (includes name, logo and all trade dress associated therewith)**
- Active Font (includes name)**
- Active Matte (includes name)**
- Active Object (includes name)**
- Motion Effects (includes name, logo and/or any trade dress associated therewith)**
- FontMaker Utility (includes name, logo and/or any trade dress associated therewith)**
- DVObjects (includes name, logo, any trade dress associated therewith, and all specific names of all DVObjects provided in and attached to Schedule 2.1(a) of the Acquisition Agreement)**
- DVTextures (includes name, logo, any trade dress associated therewith, and all specific names of all DVTextures provided in and attached to Schedule 2.1(a) of the Acquisition Agreement)**
- DVMattes (includes name, logo, any trade dress associated therewith, and all specific names of all DVMattes provided in and attached to Schedule 2.1(a) of the Acquisition Agreement)**
- DVDingbats (includes name, logo, any trade dress associated therewith, and all specific names of all DVDingbats provided in and attached to Schedule 2.1(a) of the Acquisition Agreement)**
- Real-world Cloud Sequence (includes name, logo, any trade dress associated therewith, and all specific names of all such sequences provided in and attached to Schedule 2.1(a) of the Acquisition Agreement)**
- Sky Elements (includes name, logo, any trade dress associated therewith, and all specific names of all such elements provided in and attached to Schedule 2.1(a) of the Acquisition Agreement)**
- All specific names of all DVFonts provided in and attached to Schedule 2.1(a) of the Acquisition Agreement.**

TOTAL 20