

08-13-2002

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



102194136

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

Resubmit

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

1. Name of conveying party(ies): Luminate Software Corporation 2750 El Camino Real, Suite B Redwood City, CA 94061 Association

2. Name and address of receiving party(ies) Name: EMC (Benelux) B.V. Internal Address: Edisonbaan 14 G-H City: Nieuwegein 3439 The Netherlands

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: September 3, 2001 (09/03/2001)

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/746,538 75/872,857 75/756,652 75/872,984

B. Trademark Registration No.(s) 1,836,020 2,341,627 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John M. Gunther Internal Address: Legal Department EMC Corporation Street Address: 35 Parkwood Drive City: Hopkinton State: MA Zip: 01748

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$165.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 050889 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Paul T. Dacier Signature August 8, 2002 Date

Total number of pages including cover sheet, attachments, and document: 20 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK EXAMINING OPERATION

In re: Applications of:

EMC (Benelux) B.V.

Serial Numbers: 75/746,538, Trademark LUMINATE, Filed July 9, 1999
75/756,652, Trademark LUMINATE SERVICE LEVEL
ANALYZER, Filed July 21, 1999
75/872,857, Trademark MAMBA, Filed December 16, 1999
75/872,984, Trademark MAMBA, Filed December 16, 1999

Registration Nos: 1,836,020, Trademark ILLUMINATE, Registered May 10, 1994
2,341,627, Trademark LUMINATE, Registered April 11, 2000

BOX RESPONSES -- NO FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

REVOCATION OF POWER OF ATTORNEY
APPOINTMENT OF NEW ATTORNEYS AND
DESIGNATION OF DOMESTIC REPRESENTATIVE

Sir:

Applicant hereby revokes the previous power of attorney and appoints the following attorneys to prosecute the applications to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificates of registration:

John M. Gunther
Leanne J. Fitzgerald
Krishnendu Gupta
Penelope Wilson

Please direct all future correspondence and telephone calls concerning these applications to Applicant's Attorney at:

John M. Gunther, Esq.
EMC Corporation
35 Parkwood Drive
Hopkinton, MA 01748
Telephone: (508)-293-7255
Email: Gunther John@emc.com

Respectfully submitted,



Paul T. Dacier
The Successor Applicant
EMC (Benelux) B.V.

Dated: August 8, 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK EXAMINING OPERATION

In re:Applications of:

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BOX RESPONSES -- NO FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

Sir:

Applicant hereby designates the following attorneys to prosecute the applications to register, to transact all business in the Patent and trademark Office in connection therewith, and to receive the certificate of registration:

John M. Gunther
Leanne J. Fitzgerald
Krishnendu Gupta
Penelope Wilson

Please direct all future correspondence and telephone calls concerning these applications to Applicant's Attorney at:

John M. Gunther, Esq.
EMC Corporation
35 Parkwood Drive
Hopkinton, MA 01748
Telephone: (508)-293-7255
Email: Gunther John@emc.com

Respectfully submitted,



Paul T. Dacier
The Successor Applicant
EMC (Benelux) B.V.

Dated: August 8, 2002

05-28-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 651-0027 (exp. 5/31/2002) Tab settings

ET 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.

Res 8/13/02

1. Name of conveying party(ies): 5-8-02 Luminate Software Corporation 2750 El Camino Real, Suite B Redwood City, CA 94061

2. Name and address of receiving party(ies) Name: EMC Corporation Internal Address: Street Address: 35 Parkwood Drive City: Hopkinton State: MA Zip: 01748

3. Nature of conveyance: [X] Assignment [X] Merger [] Security Agreement [] Change of Name [] Other Execution Date: September 19, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/746,538 75/872,857 75/200,596 75/872,984 75,756,652

B. Trademark Registration No.(s) 1,836,020 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John M. Gunther Internal Address: Legal Department EMC Corporation Street Address: 35 Parkwood Drive City: Hopkinton State: MA Zip: 01748

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$ 165.00 8. Deposit account number: 050889

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. John M. Gunther Signature Date: 5-3-02

05/24/2002 BTOM11 00000122 050889 75746538

01 FC:461 40.00 CH 02 FC:462 125.00 CH

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

TRADEMARK REEL: 002560 FRAME: 0643

TRANSFER AGREEMENT

TRANSFER AGREEMENT effective as of September 3, 2001 by and between EMC (Benelux) B.V. ("Benelux"), a Netherlands corporation and a wholly owned subsidiary of EMC Corporation, a Massachusetts corporation ("EMC"), and Luminate Software Corporation, a California corporation (the "Company").

This Agreement sets forth the terms and conditions upon which the Company shall sell to Benelux, and Benelux shall purchase from the Company, certain assets of the Company.

NOW THEREFORE, in consideration of the conditions set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, in consideration of the payment of the Purchase Price (as defined below) by Benelux to the Company, Benelux agrees to purchase and accept from the Company and the Company agrees to convey, sell, transfer, assign and deliver to Benelux and its successors and assigns forever, all of the Company's right, title and interest in and to all of the patents, copyrights, trademarks or trademark applications, domain names, trade secrets or other intellectual property used in or necessary to operate the business of the Company and its subsidiaries as currently operated ("Intellectual Property") owned by the Company, including without limitation the Intellectual Property identified on Annex A hereto (collectively, the "Transferred Assets").
2. In consideration of the sale, transfer, assignment and delivery by the Company to Benelux of the Transferred Assets, Benelux agrees to pay to the Company the aggregate amount of Ten Million Dollars (\$10,000,000) in cash (the "Purchase Price").
3. Each of the Company and Benelux shall from time to time at the reasonable request of the other party and without further consideration execute and deliver such further instrumentation of transfer and assignment or take such other actions as may be reasonably necessary to give effect to the transactions contemplated hereby.
4. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
5. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts applicable to contracts made and to be performed entirely in such Commonwealth (without giving effect to the conflicts of laws provisions thereof). Each of the parties hereto agrees that any action or proceeding brought to enforce the rights or obligations of any party hereto under this Agreement will

5. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts applicable to contracts made and to be performed entirely in such Commonwealth (without giving effect to the conflicts of laws provisions thereof). Each of the parties hereto agrees that any action or proceeding brought to enforce the rights or obligations of any party hereto under this Agreement will be commenced and maintained in any court of competent jurisdiction located in The Commonwealth of Massachusetts.

EMC (BENELUX) B.V.

By: 
Name: Paul T. Dacier
Title: Director

LUMINATE SOFTWARE CORPORATION

By: _____
Name:
Title:

be commenced and maintained in any court of competent jurisdiction located in The Commonwealth of Massachusetts.

EMC (BENELUX) B.V.

By: _____
Name:
Title:

LUMINATE SOFTWARE CORPORATION

By: *[Signature]*
Name: *Bruce Fran*
Title: *President/CEO*

ANNEX A**Registered copyrights:**

<u>Copyright</u>	<u>Registration Number</u>	<u>Date Registered</u>
Luminate for SAP R/3:v.2.0.2	TX4840897	April 16, 1999
Luminate for SAP R/3: v.2.0	TX4860896	April 16, 1999
Luminate for SAP R/3: v.1.3.0	TX4860895	April 16, 1999

Registered trademarks and pending trademark applications:

<u>Mark Name</u>	<u>Country</u>	<u>Status</u>	<u>Application date</u>	<u>Application number</u>	<u>Registration date</u>	<u>Registration number</u>
LUMINATE	Canada	Application: Office Action. Response Due January 19, 2002	7/30/99	1024305	N/A	N/A
MISC. DESIGN (L DESIGN)	Canada	Application: To Be Abandoned	7/30/99	1024304	N/A	N/A
LUMINATE	European Union	Registered	1/14/98	722462	3/01/99	722462
LUMINATE SERVICE LEVEL ANALYZER	European Union	Published	1/21/00	1469063	N/A	N/A
LUMINATE SERVICEDESK	European Union	To Be Abandoned	1/21/00	1469105	N/A	N/A
MISC. DESIGN (L DESIGN)	European Union	To be Abandoned	1/21/00	1469147	N/A	N/A
MAMBA	European Union	Published	7/19/00	1763861	N/A	N/A
ILLUMINATE	United States	Registered	2/15/91	74/139677	5/10/94	1836020
LUMINATE	United States	Registered	11/19/96	75/200596	4/11/00	2341627
LUMINATE	United States	Notice of Allowance Issued	7/9/99	75/746538	N/A	N/A
LUMINATE SERVICE LEVEL ANALYZER	United States	Notice of Allowance Issued	7/21/99	75/756652	N/A	N/A
LUMINATE SERVICEDESK	United States	To Be Abandoned	7/21/99	75/756220	N/A	N/A

Mark Name	Country	Status	Application date	Application number	Registration date	Registration number
MAMBA	United States	Application: Filed OA Response filed on 12/5/00	12/16/99	75/872984	N/A	N/A
MAMBA	United States	Pending Application	12/16/99	75/872857	N/A	N/A
MISC. DESIGN (L DESIGN)	United States	Abandoned	7/21/99	75/756233	N/A	N/A
MISC. DESIGN (L DESIGN)	United States	To Be Abandoned	7/21/99	75/756234	N/A	N/A
SERVICENOW	United States	Abandoned	7/6/98	75/513082	N/A	N/A

Domain Names:

Luminate.com

Luminate.net

Luminate.de

Myluminate.com

Trademarks:

Mark Name	Country	Status
MISC. DESIGN (L DESIGN)	Canada	To be abandoned
LUMINATE SERVICEDESK	European Union	To be abandoned
MISC. DESIGN (L DESIGN)	European Union	To be abandoned
LUMINATE SERVICEDESK	United States	To be abandoned
MISC. DESIGN (L DESIGN)	United States	Abandoned
MISC. DESIGN (L DESIGN)	United States	To be abandoned
SERVICENOW	United States	Abandoned

**STATEMENT CONCERNING OWNERSHIP
OF INTELLECTUAL PROPERTY FORMERLY OWNED BY
LUMINATE SOFTWARE CORPORATION**

I, Paul T. Dacier, Senior Vice President and General Counsel of EMC Corporation, a Massachusetts corporation ("EMC"), and a Director of EMC (Benelux) B.V., a Netherlands corporation and a wholly owned subsidiary of EMC ("EMC Benelux"), hereby state as follows:

1. Pursuant to a Transfer Agreement, effective September 3, 2001, by and between Luminate Software Corporation ("Luminate") a California corporation, and EMC Benelux, Luminate transferred to EMC Benelux all of Luminate's right, title and interest in and to all of Luminate's intellectual property, including without limitation all of its patents, copyrights, trademarks, trademark applications, domain names, trade secrets and other intellectual property.
2. As of September 19, 2001, Luminate merged with Echo Merger Corporation, a California corporation and a wholly owned subsidiary of EMC. As a result of this merger, Luminate is a wholly owned subsidiary of EMC.

Executed this 8th day of August, 2002



Paul T. Dacier
Senior Vice President and General
Counsel, EMC Corporation and
Director, EMC (Benelux) B.V.

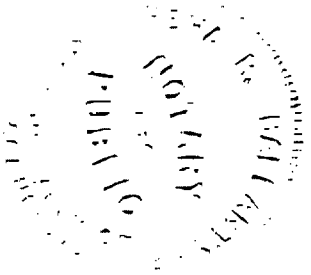
Commonwealth of Massachusetts) ss.

County of Middlesex)

Subscribed and sworn to before me by the above-named Paul T. Dacier, this 8th day of August, 2002.

Marsha R. Ballantyne
(Notary Public)

MARSHA R. BALLANTYNE
Notary Public
My Commission Expires October 2, 2003



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