

09-03-2002

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

RE



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

Tab settings

102210187

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

18-1302

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: **EMC (Benelux) B.V.**

Internal

Address:

Street Address: **Edisonbaan 14 G-H**

City: **Nieuwegein 3439** State: Zip:
The Netherlands

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

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

08/30/2002 GTON11 00000059 050889 75746538

01 FC:481 40.00 CH
02 FC:482 125.00 CH

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

Name of Person Signing

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

TRADEMARK
REEL: 002573 FRAME: 0437

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

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

AMENDMENT NO. 1

to

TRANSFER AGREEMENT

THIS AMENDMENT NO. 1 to the Transfer Agreement dated as of September 3, 2001 (the "Agreement") by and between EMC (Benelux) B.V., a Netherlands corporation ("Benelux"), and Luminare Software Corporation, a California corporation (the "Company"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

WHEREAS, Benelux and the Company have agreed to amend the amount of the Purchase Price.


NOW THEREFORE, in consideration of the negotiations between Benelux and the Company, the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 2 of the Agreement is hereby amended and restated in its entirety as follows:

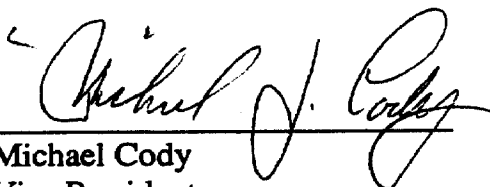
In consideration of the sale, transfer, assignment and delivery by the Company to Benelux of the Transferred Assets, Benelux agrees to pay to the Company the aggregate amount of Thirteen Million Seven Hundred Thousand Dollars (\$13,700,000.00) in cash (the "Purchase Price").

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ___ day of April, 2002.

EMC (BENELUX) B.V.

By: 
Paul T. Dacier
Director

LUMINATE SOFTWARE CORPORATION

By: 
Michael Cody
Vice President

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

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EMC (BENELUX) B.V.

By: 

Name: Paul T. Dacier

Title: Director

LUMINATE SOFTWARE CORPORATION


By: _____

Name:

Title:

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EMC (BENELUX) B.V.

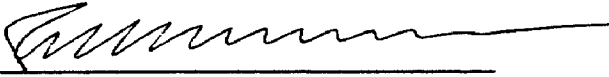
By: 
Name: Paul T. Dacier
Title: Director

LUMINATE SOFTWARE CORPORATION

By: _____
Name:
Title:

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EMC (BENELUX) B.V.

By: 

Name: Paul T. Dacier

Title: Director

LUMINATE SOFTWARE CORPORATION


By: _____

Name:

Title:

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EMC (BENELUX) B.V.

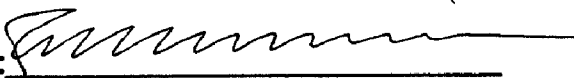
By: 
Name: Paul T. Dacier
Title: Director

LUMINATE SOFTWARE CORPORATION

By: _____
Name:
Title:

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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: *Bruce Fran*
Name: *Bruce Fran*
Title: *President/CEO*

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:

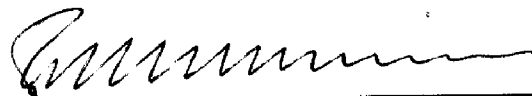
Mark Name	Country	Status
MISC. DESIGN (L DESIGN)	Canada	To be abandoned
LUMINATE SERVICEDESK	European Union	To be abandoned
MISC. DESIGN (L DESIGN)	European Union	To be abandoned
LUMINATE SERVICEDESK	United States	To be abandoned
MISC. DESIGN (L DESIGN)	United States	Abandoned
MISC. DESIGN (L DESIGN)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



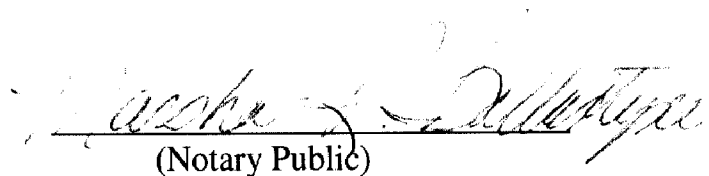
Paul T. Dacier
Senior Vice President and General
Counsel, EMC Corporation and
Director, EMC (Benelux) B.V.

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.


(Notary Public)

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

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