

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Tricord Systems, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Adaptec, Inc.

Internal Address: _____

Street Address: 601 South Milpitas Boulevard

City: Milpitas State: CA Zip: 95035

- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 11/15/2002

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

A. Trademark Application No.(s) 78/066,655

B. Trademark Registration No.(s) 2,630,362

Additional number(s) attached Yes No

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

Name: Jennifer C. Debrow

Internal Address: Fax No. 612-333-0066

Gray Plant Mooty Mooty & Bennett

Street Address: P.O. Box 2906

City: Minneapolis State: MN Zip: 55402-0906

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500937

DO NOT USE THIS SPACE

9. Signature.

Jennifer C. Debrow
Name of Person Signing


Signature

December 2, 2002
Date

4

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

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

CONTINUATION OF ITEM 4**Additional Serial Numbers and Registration Numbers**

Mark	Serial No.	Reg. No.
TRICORD AND DESIGN	--	2,614,110
A NEW LEVEL OF THINKING	--	2,577,600
ILLUMINA	76/177,535	--
TRICORD	--	2,522,973
TRICORD	--	1,607,214

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), between Tricord Systems, Inc., a Delaware corporation with its principal offices located at 2905 Northwest Boulevard, Suite 20, Plymouth, Minnesota ("Assignor"), and Adaptec, Inc., a Delaware corporation with its principal offices located at 691 South Milpitas Boulevard, Milpitas, California 95035 ("Company"), is executed on November 15, 2002.

RECITALS

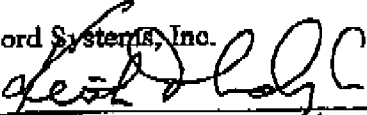
- A. Assignor owns or has a bona fide intention to use in commerce the trademarks and service marks listed on Schedule A (the "Marks").
- B. Assignor hereby assigns the Marks to Company pursuant to the Asset Purchase Agreement between Assignor and Company dated October 31, 2002, as amended, in connection with the case under Chapter 11 of Title 11 of the United States Code commenced by Assignor in the United States Bankruptcy Court for the District of Minnesota, captioned *In re Tricord Systems, Inc.*, Case No. 02-82361.

AGREEMENT

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:


Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the Marks, together with all associated good will and all related rights, with that portion of Assignor's business in connection with which it has a bona fide intent to use any marks for which applications are pending, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. The provisions of this Agreement inure to the benefit of Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

Assignor has executed this Agreement as of the date first written above.

Tricord Systems, Inc.

 By: KEITH THORNDYKE
 Its: PRESIDENT & CEO

STATE OF MINNESOTA)
) ss.
 COUNTY OF HENNEPIN)

On this 15th day of November, 2002, before me, a Notary Public within and for said County, personally appeared KEITH THORNDYKE, to me personally known, who, being by me duly sworn did say that he/she is the CEO of Tricord Systems, Inc, the corporation named in the foregoing instrument, and that said instrument is the free act and deed of said corporation.


 Notary Public



**Schedule A
Trademarks**

Registered United States Trademarks

Mark	Serial No.	Reg. No.
RADICALLY RELIABLE	78/066,655	--
LUNAR FLARE	76/177,548	2,630,362
TRICORD AND DESIGN	76/121,995	2,614,110
A NEW LEVEL OF THINKING	76/120,786	2,577,600
ILLUMINA	76/177,535	--
TRICORD	75/473,686	2,522,973
TRICORD	73/785,983	1,607,214

Registered Canadian Trademarks

Mark	Serial No.	Reg. No.
POWERFRAME	0679579	TMA402360

Foreign Agent:

*PERLEY-ROBERTSON, HILL & MCDOUGALL LLP
90 RUE SPARKS STREET, 4TH FLOOR
OTTAWA, ONTARIO K1P 1E2 CANADA*

Registered European Community (CTM) Trademarks

Mark	Serial No.	Reg. No.
A NEW LEVEL OF THINKING	002107662	002107662
ILLUMINA	002245074	002245074
LUNAR FLARE	002245686	--
RADICALLY RELIABLE	002245538	--
TRICORD & Design	002115483	002115483

Foreign Agent:

*Dr. Klaus-Hallstein
RECHTSANWÄLTE
18477 Galeriestr. 6A
80539, München, Germany*

QP:935446 v2