

10-02-2002



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

102245633 TRADEMARKS ONLY

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.

1. Name of conveying party(ies): MySQL AB

9.27.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other A Swedish company (an "Aktiebolag")

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/04/2001

2. Name and address of receiving party(ies)

Name: Aktiebolaget Grundstenen 92817

Internal Address: c/o Erik Granstrom

Street Address: Trunstagberg 1,741, 90 KNIVSTA

City: Sweden State: Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other A Swedish company (an "Aktiebolag")

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

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

A. Trademark Application No.(s) 76/253509

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Dana O. Lynch

Internal Address:

Whiteford, Taylor & Preston L.L.P.

Street Address: Seven Saint Paul Street

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Dana O. Lynch, Esquire

Name of Person Signing

Signature

9/27/02 Date

Total number of pages including cover sheet, attachments, and document: 4

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

OFFICE OF RECORDS FINANCE SECTION 27 SEP 27 AM 8:56

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76/253509

BEFORE THE U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

POWER OF ATTORNEY

The assignee-applicant, MySQL AB (formerly, Open Ocean AB and Aktiebolaget Grundstenen 92817), hereby appoints Frank S. Jones, Jr., Esquire, S. Keith Mouldsdale, Esquire, Dana O. Lynch, Esquire, Gregory M. Stone, Esquire, and Beth S. Vergnetti, Esquire, all of whom have offices at Whiteford, Taylor & Preston L.L.P., Seven Saint Paul Street, Baltimore, Maryland 21202, as its attorneys for the ongoing filings related to its pending application for MYSQL (Serial No. 78/002,299), and to transact all business in the United States Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

Please direct all correspondence related to the Applicant's mark to:

Dana O. Lynch, Esq.
Whiteford, Taylor & Preston L.L.P.
Seven Saint Paul Street
Baltimore, Maryland 21202

DESIGNATION OF DOMESTIC REPRESENTATIVE

The assignee-applicant (formerly, Open Ocean AB and Aktiebolaget Grundstenen 92817) hereby appoints Dana O. Lynch, Esquire, whose office is at Whiteford, Taylor & Preston L.L.P., Whiteford, Taylor & Preston L.L.P., Seven Saint Paul Street, Baltimore, Maryland 21202, as Applicant's representative, upon whom notice or process in the proceedings affecting the Mark may be served.

MySQL AB
(formerly, Open Ocean AB and Aktiebolaget Grundstenen 92817)

Dated: 27 DEC 2001

By: 
Mårten G. Mickos, CEO

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of October 4, 2001, by and between MySQL AB, a Swedish company registered as 556232-7105, with an office at Bmgardsgatan 8, SE - 753 20 Uppsala, Sweden (the "Assignor"), and Aktiebolaget Grundstenen 92317 AB, a Swedish company registered as 556613-4531, with an office at Trunstaberg, SE - 741 90 Knivsta, Sweden (the "Assignee").

Explanation

On October 4, 2001, the parties executed an Asset and Liability Transfer Agreement (the "Transfer Agreement") pursuant to which, among other things, the Assignee acquired all right, title and interest in and to all versions of the MySQL trademark and all goodwill related thereto (collectively, the "MySQL Mark"), including (without limitation) all related trademark and service mark applications and registrations throughout the world. The purpose of this Agreement is to confirm the assignment of such trademark assets to the Assignee.

Agreement

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

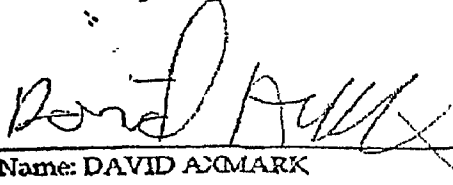
1. Assignment. Assignor hereby confirms its assignment unto Assignee of all right, title and interest in and to the MySQL Mark, without reservation, together with all of the goodwill of the business symbolized by the MySQL Mark, and all future interests in the MySQL Mark. The foregoing assignment includes (without limitation) assignment of U.S. trademark application serial numbers 78/002299, 76/253507, 76/253509, 76/281385 and 76/253508, and all other related trademark and service mark applications and registrations throughout the world.

2. Interpretation. This Agreement shall be binding upon the parties and their respective successors and assigns. Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless made in writing and signed by the parties. The validity of this Agreement or any of its terms, covenants and conditions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled by arbitration in Stockholm in accordance with the Swedish Arbitration Act as provided in the Transfer Agreement. This Agreement, the Transfer Agreement and all documents executed in connection therewith contain the entire understanding and agreement of the parties with respect to the subject matter set forth herein, superseding any and all prior agreements, written or oral, between the parties regarding the same subject matter. In the event of any conflict between the terms and conditions of the Transfer Agreement and this Agreement, the terms and conditions

of the Transfer Agreement shall control. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

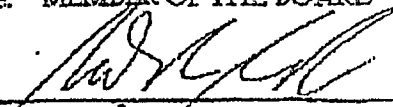
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ASSIGNOR: MySQL AB

By: 
Name: DAVID AXMARK
Title: CEO

ASSIGNEE: Aktiefbolaget Grundstenen 92817 AB

By: 
Name: ERIC CRONSTEDT
Title: MEMBER OF THE BOARD

By: 
Name: MARTEN MICKOS
Title: CEO

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