

11-21-2002

FORM PTO-1594



U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 08708-0107-00000

To the Honorable Commissioner of Patent

102288825

and original documents or copy thereof.

1. Name(s) of conveying party(ies):  
American Megatrends, Inc.

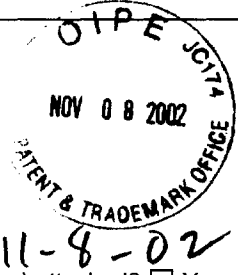
- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- Other:

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

3. Nature of conveyance:

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

Execution Date: May 25, 2001



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

Name: LSI Logic Corporation  
Address: 1551 McCarthy Boulevard  
Milpitas, CA 95035

- Individual(s) [Identify Country of citizenship]
- Association [Identify country/state]
- General Partnership [Identify country/state]
- Limited Partnership [Identify country/state]
- Corporation Delaware, USA
- Other: [Identify type of entity and country/state]

If assignee is not domiciled in the United States, a domestic representative is attached:  Yes  No

(Designation 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 Number(s):

[Text]

B. Trademark Registration Number(s):

2,091,024  
2,057,868  
2,138,293

Additional numbers attached?  Yes  No

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

Name: Lawrence R. Robins  
Address: FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.  
1300 I Street, N.W.  
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

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.

Lawrence R. Robins

Name of person signing

Signature

November 7, 2002

Date

11/20/2002 6TON11 00000083 060916 2091024

01 FC:8581 40.00 CH  
02 FC:8582 50.00 CH

Total number of pages including cover sheet, attachments and documents: 14

TRADEMARK  
REEL: 002620 FRAME: 0212

ASSET PURCHASE AGREEMENT

dated as of May 25, 2001

by and between

LSI LOGIC CORPORATION  
(as Purchaser)

and

AMERICAN MEGATRENDS, INC.  
(as Seller)

with respect to the Assets of

Seller's RAID Business

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made and entered into as of May 25, 2001 by and between LSI Logic Corporation, a Delaware corporation ("*Purchaser*"), and American Megatrends, Inc., a Georgia corporation ("*Seller*"). Capitalized terms not otherwise defined herein have the meanings set forth in Article I.

### RECITALS

Seller is engaged in the worldwide business of designing, developing, testing, marketing, selling, licensing, distributing, supporting and maintaining the RAID products set forth on Annex A and the technologies, hardware, software, firmware and utilities used to achieve the functionality provided by such RAID products (the "*Business*"). Seller desires to sell to Purchaser, and Purchaser desires to purchase and acquire from Seller, all Assets and Properties of Seller, including the Seller Intellectual Property, which either are used or held for use by Seller primarily in, or are necessary for, the conduct of the Business as a going concern, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

##### Section 1.01 Definitions and Construction

(a) **Certain Defined Terms.** For purposes of this Agreement, the following terms shall have the respective meanings set forth below. All other capitalized terms, when used in this Agreement, shall have the respective meanings assigned to them where they first appear and are defined in this Agreement.

"*Action or Proceeding*" means any action, suit, litigation, proceeding, mediation, arbitration or Governmental Entity investigation or audit.

"*Affiliate*", with respect to any Person, means any other Person that controls, is controlled by or is under common control with the first Person.

"*Agreement*" means this Asset Purchase Agreement.

"*Ancillary Agreements*" means, collectively, the Assignment and Assumption Agreement and Bill of Sale, the Assignment Instruments, the Escrow Agreement, the General Purchase Agreement, the Transition Services Agreement, the Employment Agreement, the Stock

Issuance Agreement, the Employment Separation and Waiver Agreement, the Non-Competition Agreements, the Trademark and Web Site Agreement, the Preferred Provider Agreement, the Norcross Sublease, and all other support agreements and other agreements to be entered into in connection with the transactions contemplated by this Agreement.

*"Assets and Properties"* of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person, including cash, cash equivalents, Investment Assets, accounts and notes receivable, chattel paper, documents, instruments, licenses, Contracts, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

*"Assignment Instruments"* means the Assignment and Assumption Agreement and Bill of Sale and the other instruments of assignment referred to in Section 2.04(c).

*"Associate"*, with respect to any Person, means any corporation or other business organization of which such Person is an officer or partner or is the beneficial owner, directly or indirectly, of ten percent (10%) or more of any class of equity securities entitled to vote in the election of members of the Board of Directors or similar governing body, any trust or estate in which such Person has a substantial beneficial interest or as to which such Person serves as a trustee or in a similar capacity, the spouse of such Person, or any relative of such Person or spouse, who has the same principal residence as such Person.

*"Assumption Instruments"* means the Assignment and Assumption Agreement and Bill of Sale and the other instruments of assumption referred to in Section 2.04(d).

*"Benefit Plan"* means any written and any material unwritten bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, stock purchase, stock option, stock ownership, stock appreciation rights, phantom stock, leave of absence, layoff, vacation, day care, dependent care, legal services, cafeteria, life, health, accident, disability, worker's compensation or other insurance, severance, separation or other employee benefit plan, practice, policy or arrangement of any kind, whether written or oral, including any "employee benefit plan" within the meaning of Section 3(3) of ERISA.

*"Books and Records"* of any Person means all files, documents, instruments, papers, books and records relating to the business, operations, condition (financial or other), results of operations and Assets and Properties of such Person, including financial statements, Tax Returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, Contracts, Licenses, customer lists, computer files and programs, retrieval programs, operating data and plans and environmental studies and plans.

*"Business Books and Records"* has the meaning ascribed to it in Schedule 2.01(a).

*"Business Contracts"* has the meaning ascribed to it in Schedule 2.01(a).

"*HP Agreements*" means the Division Purchase Agreement between Seller and Hewlett-Packard Company dated February 2, 1997.

"*HSR Act*" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, together with the rules and regulations promulgated thereunder, as in effect from time to time.

"*Indebtedness*" of any Person means all obligations of such Person (i) for borrowed money, whether or not evidenced by notes, bonds, debentures or similar instruments, (ii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (iii) under capital leases, and (iv) in the nature of guarantees of the obligations described in clauses (i) through (iii) above of any other Person.

"*Intangible Personal Property*" has the meaning ascribed to it in Schedule 2.01(a).

"*Intellectual Property*" means any or all of the following and all rights in, arising out of, or associated with any or all of the following: (i) all United States, foreign and international patents and patent rights (including all patents, patent applications, and any and all divisions, continuations, continuations-in-part, reissues, re-examinations and extensions thereof, and all invention registrations and invention disclosures); (ii) all trademarks and trademark rights, service marks and service mark rights, trade names and trade name rights, service names and service name rights (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto), designs, trade dress, brand names, business and product names, Internet domain names, logos and slogans; (iii) all copyrights and copyright rights (including all common law rights and governmental or other registrations or applications for registration pertaining thereto, and renewal rights therefor); (iv) all *sui generis* database rights, ideas, inventions, (whether patentable or not), invention disclosures, improvements, technology, know-how, show-how, trade secrets, formulas, systems, processes, designs, methodologies, industrial models, works of authorship, databases, content, graphics, technical drawings, statistical models, algorithms, modules, computer programs, technical documentation, business methods, work product, intellectual and industrial property licenses, proprietary information, customer lists, and documentation relating to any of the foregoing; (v) all mask works, mask work registrations and applications therefor; (vi) all industrial designs and any registrations and applications therefor throughout the world; (vii) all computer software including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (viii) all similar, corresponding or equivalent rights to any of the foregoing; and (ix) all documentation related to any of the foregoing.

"*Internal Revenue Code*" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"*Inventory*" has the meaning ascribed to it in Schedule 2.01(b).

"*Investment Assets*" means all debentures, notes and other evidences of Indebtedness, stocks, securities (including rights to purchase and securities convertible into or

"*Securities Act*" means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder, as in effect from time to time.

"*Seller Intellectual Property*" means all the Intellectual Property that is used or, held for use primarily in, or is necessary for, the conduct of the Business as a going concern (including Seller's goodwill therein) as currently conducted or in connection with products of the Business under design or development as of the date hereof, the Closing Date or any date between such dates, including the Shared Intellectual Property.

"*Shared Intellectual Property*" means the WebBIOS, AMI Diag and ASICs Intellectual Property and rights thereto and interests therein granted to Purchaser as provided in Section 2.08.

"*Subsidiary*" means, with respect to any Person, any corporation, partnership, limited partnership, limited liability company, limited liability partnership, joint venture or other legal entity, a majority of the stock or other equity interests or voting power of which is owned, directly or indirectly, by such Person (either alone or through or together with any other subsidiary of such Person).

"*Tangible Personal Property*" has the meaning ascribed to it in Schedule 2.01(a).

"*Tax*" means (i) any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Taxing Authority, including, without limitation, taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value-added or gains taxes, license, registration and documentation fees, and customs' duties, tariffs and similar charges; (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, combined, consolidated or unitary group for any taxable period; and (iii) any liability for the payment of amounts of the type described in clause (i) or clause (ii) as a result of being a transferee of, or a successor in interest to, any Person or as a result of an express or implied obligation to indemnify any Person.

"*Tax Return*" means any return, statement, report or form (including any estimated tax reports and returns, withholding tax reports and returns and information reports and returns) required to be filed with respect to any Tax.

"*Taxing Authority*" means any Governmental Entity or taxing authority responsible for the assessment, collection or administration of any Tax.

"*Transfer Taxes*" means any Tax imposed upon the transfer of any of the Purchased Assets, including, without limitation, any sales, use, documentary transfer or value added Tax but not including income Taxes.

"*Transferred Employees*" has the meaning ascribed to it in Section 5.11.

"*Warranty Obligations*" has the meaning ascribed to it in Section 2.02(a)(iii).

"*Warranty Reserve Amount*" means five hundred thousand dollars (\$500,000).

(b) Construction. Unless the context of this Agreement otherwise clearly requires, (i) words of any gender include each other gender and the neuter; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "*hereof*," "*herein*," "*hereby*," "*hereto*" and derivative or similar words refer to this entire Agreement as a whole and not to any particular Article, Section or other subdivision; (iv) the terms "*Article*" or "*Section*" or other subdivision refer to the specified Article, Section or other subdivision of the body of this Agreement; (v) the words "*include*," "*includes*" and "*including*" shall be deemed to be followed by the phrase "without limitation" except when preceded by a negative predicate; and (vi) when a reference is made in this Agreement to a schedule or exhibit, such reference shall be to a schedule or exhibit to this Agreement unless otherwise indicated. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP. The term "*party*" or "*parties*" (but not the term "*third party*") when used herein refer to Purchaser, on the one hand, and Seller, on the other hand. When used herein, the phrase "*to the knowledge of*" any Person, "*to the best knowledge of*" any Person, "*known to*" any Person or any similar phrase, means, in the case of Purchaser, the actual knowledge of the directors and officers of Purchaser, and, in the case of Seller, the actual knowledge of the directors, President, Chief Financial Officer, Corporate Counsel and Chief Technology Officer of Seller, and, in each case, the knowledge that such Persons would have obtained of the matter represented after reasonable due and diligent inquiry of those employees of such party whom such officers, directors, managers and employees reasonably believe would have actual knowledge of the matters represented. In this Agreement, any reference to a party conducting its business or other affairs or taking any action in the "*ordinary course of business*" and "*ordinary course of business consistent with past practice*" refer to the business and practice of the specified business as heretofore conducted to the extent: (a) such action is consistent with such party's past practices and is taken in the ordinary course of such party's normal day-to-day operations; and (b) such action is not required to be authorized by such party's shareholders, such party's board of directors or any committee of such party's board of directors and does not require any other separate or special authorization of any nature from a third party.

## ARTICLE II

### SALE OF ASSETS AND CLOSING

#### Section 2.01 Purchased and Excluded Assets.

(a) Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, transfer, convey, assign and deliver to Purchaser, free and clear of all Encumbrances, and Purchaser shall purchase and pay for, at the Closing, all of Seller's right, title and interest in, to and under all Assets and Properties of Seller used or held for use primarily in, or necessary for, the conduct of the Business as a going concern, including the Seller Intellectual Property and the other Assets and Properties listed on Schedule 2.01(a) but

excluding the Excluded Assets (collectively with any proceeds and awards referred to in Section 2.07, the "*Purchased Assets*").

(b) Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Assets and Properties of Seller that are not used or held for use primarily in the Business, including the Assets and Properties listed on Schedule 2.01(b) (the "*Excluded Assets*") shall be excluded from and shall not constitute Purchased Assets.

Section 2.02 Assumed and Retained Liabilities.

(a) Assumed Liabilities. In connection with the sale, transfer, conveyance, assignment and delivery of the Purchased Assets pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall assume and agree to pay, perform and discharge when due the following obligations of Seller arising in connection with the operation of the Business, as the same shall exist on the Closing Date, and no others (the "*Assumed Liabilities*"):

(i) Real Property Lease Liabilities. All obligations of Seller under the Real Property Leases arising and to be performed on or after the Closing Date, except, in each case, to the extent that such obligations (A) would have been paid, performed or otherwise discharged on or prior to the Closing Date but for a breach or default by Seller, or (B) arise out of any breach or default by Seller;

(ii) Personal Property Lease Liabilities. All obligations of Seller under the Personal Property Leases arising and to be performed on or after the Closing Date, except, in each case, to the extent such obligations (A) would have been paid, performed or otherwise discharged on or prior to the Closing Date but for a breach or default by Seller, or (B) arise out of any breach or default by Seller;

(iii) Warranty Obligations. All obligations of Seller for repair, refurbishment or replacement of, or refund for, damaged, defective or returned products of the Business within the categories set forth on Annex A pursuant to the standard commercial written warranties heretofore made by Seller to initial-purchaser customers of Seller in the ordinary course of business with respect to products of the Business, forms of which are attached as Exhibit A hereto (the "*Warranty Obligations*"). In no event shall the Warranty Obligations include any obligations with respect to any of the matters set forth in Schedule 2.02(b);

(iv) Liabilities under Contracts and Licenses. All obligations of Seller (other than (x) any obligations with respect to any of the matters set forth in Schedule 2.02(b) and (y) warranty obligations not assumed by Purchaser pursuant to Section 2.02(a)(iii)) under the Business Contracts and Business Licenses arising and to be performed on or after the Closing Date, except, in each case, to the extent such obligations (A) would have been paid, performed or otherwise discharged on or prior to the Closing Date but for a breach or default by Seller, or (B) arise out of any breach or default by Seller; and

(v) Accrued Vacation. All obligations of Seller with respect to accrued and unpaid vacation of the Transferred Employees (the "*Accrued Vacation*") as set forth on Section 2.02(a)(v) of the Seller Disclosure Schedule or accrued subsequent to the date hereof



Section 3.10 Product Liability Claims. Neither Seller, nor to the knowledge of Seller, any of Seller's predecessors in interest, has been subject to any product liability claim, relating to any of the products of the Business or operation of the Business and, to the knowledge of Seller, no such claim is threatened and no circumstance or condition exists that would reasonably be expected to give rise to such a claim, specifically excluding from the coverage of this entire representation and warranty any claims for breach of warranty.

Section 3.11 Restrictions on Business Activities. There is no agreement, judgment, injunction, Order or decree binding upon Seller which would reasonably be expected to apply to Purchaser after the Closing and which has, or would reasonably be expected to have, the effect of prohibiting or impairing any current business practice of Seller relating to the Business or the conduct of the Business as currently conducted by Seller.

Section 3.12 Governmental Authorization. Seller has obtained each U.S. federal, state and local and each foreign governmental consent, license, permit, grant, and other authorization (i) pursuant to which Seller currently operates or holds any interest in any of the Purchased Assets or (ii) that is required for the operation of the Business or the holding of any such interest ((i) and (ii) herein collectively called the "*Seller Authorizations*"), and all of the Seller Authorizations are in full force and effect, except where the absence of any of the Seller Authorizations would not reasonably be expected to have a Material Adverse Effect on the Business.

Section 3.13 Intellectual Property.

(a) Seller owns all right, title and interest in and to, or is licensed or otherwise possesses a valid and enforceable right to use, all the Seller Intellectual Property, and no Action or Proceeding or claim to the contrary or any challenge by any other Person to the rights of Seller with respect to the foregoing is pending or, to the knowledge of Seller, threatened. Seller has not (i) licensed any of the Seller Intellectual Property in source code form to any party or (ii) entered into any exclusive agreements related to the Seller Intellectual Property.

(b) The Seller Intellectual Property constitutes all the Intellectual Property used or, held for use primarily in or necessary for the conduct of the Business as a going concern as it currently is conducted, including the design, development, distribution, marketing, manufacture, use, import, license, and sale of the products, technology and services of the Business (including products, technology, or services of the Business currently under development by Seller).

(c) No Action or Proceeding or claim relating to the Seller Intellectual Property is pending or, to the knowledge of Seller, threatened against Seller or any of its officers or directors.

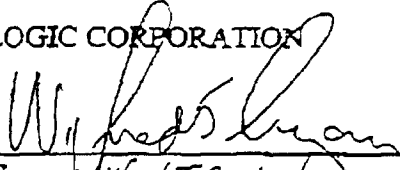
(d) Seller knows of no claim or threatened claim that the Business as currently conducted or as currently proposed to be conducted by Seller infringes or would infringe any currently existing third-party Intellectual Property.

(e) Each material license agreement relating to the Business is in effect, and Seller has not taken or failed to take any action and, to the knowledge of Seller, no other event

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LSI LOGIC CORPORATION

By:

  
Name: Wilfred J. Corrigan  
Title: Chairman & CEO

AMERICAN MEGATRENDS, INC.

By:

\_\_\_\_\_  
Name: S. Shankar  
Title: President

AMERICAN MEGATRENDS, INC.

By:

\_\_\_\_\_  
Name: R. Samra  
Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

MAY-25-2001 21:07

AM: USA

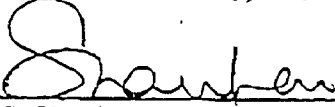
7702455791 P.02/13

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LSI LOGIC CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

AMERICAN MEGATRENDS, INC.

By:   
Name: S. Shankar  
Title: President

AMERICAN MEGATRENDS, INC.

By: \_\_\_\_\_  
Name: R. Sarma  
Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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P. 10

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LSI LOGIC CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

AMERICAN MEGATRENDS, INC.

By: \_\_\_\_\_  
Name: S. Shankar  
Title: President

AMERICAN MEGATRENDS, INC.

By: Rajmathan Sarma  
Name: R. Sarma  
Title: Ex. V.P.

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

**Seller Disclosure Schedule  
Section 3.13(g)**

**Intellectual Property**

**(i) Seller Intellectual Property Patents, Trademarks, Applications, etc.**

**Registered Copvrights:**

Certificate of Registration (Form TX) for AMIRAID Driver (f/k/a Megaraid Driver) filed with the United States Copyright Office by Seller dated October 21, 1998

**Registered Trademarks:**

Trademark Registration No. 2,091,024 of FLEXRAID with the United States Patent and Trademark Office by Seller dated August 26, 1997 (for computer programs for online storage capacity expansion of hard disk drive arrays and on-line change of the method of writing and reading data to or from hard disk drives).

Trademark Registration No. 2,057,868 of MEGARAID with the United States Patent and Trademark Office by Seller dated April 29, 1997 (for computer programs and computer circuitry for hard disk control).

Trademark Registration No.2,138,293 of Power Console with the United States Patent and Trademark Office by Seller dated February 24, 1998 (for computer programs with an object-oriented graphical user interface utility which configures and monitors RAID)

**Registered Domain Names:**

megaraid.com

**Unregistered Trademarks and Tradenames:**

- MegaRAID Enterprise
- MegaRAID Elite
- MegaRAID Explorer
- MegaRAID Express
- MegaRAID Cluster Kits
- MegaRAID Ultra
- MegaRAID Utilities
- Power Console Plus

MegaManager (a mark was filed and abandoned on 6/28/1996 by STAAR System Financial Services)  
 IDEal Series  
 RAID Diag  
 JavaRAID  
 Eclipseware

**Patents:**

BSPG No.	A&B No.	Appl. No.	Filing Date	Inventors	Title	Status
9598	042626					
4	199873	60/227/237 provisional	8/23/2000	Jablonski Piper Ghosh	Interface circuit for Providing a computer logic circuit with first and second voltages and an associated method.	Awaiting instructions to file Utility Due-8/23/2001
5	199874	09/612,054	7/7/2000	Ghosh Chatterjee Piper Karesek HallYal	Transportable memory apparatus and associated methods of initializing a computer system having same.	Awaiting action from Patent Office.

**(ii) Licenses and Agreements Authorizing Use of Seller Intellectual Property**

- (1) Purchase Order Agreement between Dell Products L.P. and American Megatrends, Inc. dated April 19, 2000. (grants to Dell (i) perpetual, irrevocable, non-exclusive, world-wide license without right to sub-license in the intellectual property subject to the Agreement and (ii) irrevocable, non-exclusive, world-wide, royalty-free license to use, reproduce and distribute all device drivers, firmware, and all other software in object code only required for the proper operation and support of the Products)
- (2) Bundled Software License Agreement by and between Hewlett-Packard Company and American Megatrends, Inc. dated July 9, 1998 to the Program, the Documentation and License to Photograph Marketing Materials

License to the Program – grants to HP a non-exclusive, worldwide license to use, reproduce, display, distribute, import and disclose the Program in object code format granted to HP in conjunction with HP products

License to the Documentation – grants to HP a non-exclusive, worldwide license to use, reproduce, display, translate, import, disclose, distribute, modify and prepare derivative works or compilations based upon the Documentation for use with the Program

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