

11-27-2002



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

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

102294876

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

1. Name of conveying party(ies): Borland Ventures, Inc. 11-18-02 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Borland Software Corporation Internal Address: Street Address: 100 Enterprise Way City: Scotts Valley State: CA Zip: 95066 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 10/29/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,225,180 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David M. Perry, Esquire Internal Address: Blank Rome Comisky & McCauley LLP Street Address: One Logan Square City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 02-2555

DO NOT USE THIS SPACE

9. Signature. David M. Perry, Esquire Name of Person Signing [Signature] Signature 11/18/02 Date Total number of pages including cover sheet, attachments, and document: 5

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

11/27/2002 6TOM11 00000075 022555 2225180 01 FC:8521 40.00 CH

TRADEMARK REEL: 002624 FRAME: 0091

**BORLAND VENTURES, INC.****INTERCOMPANY TRANSFER AGREEMENT**

1. **Transfer of Assets.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and in consideration of the payment made on its behalf to Borland B.V., a corporation organized under the laws of the Netherlands ("**Borland B.V.**"), pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of October 4, 2002, by and among itself, Borland B.V., BoldSoft MDE Aktiebolag, a corporation organized under the laws of Sweden ("**Seller**"), and each shareholder of Seller set forth on the signature pages thereto (the "**Purchase Agreement**"), Borland Ventures, Inc., a corporation organized under the laws of the State of Delaware ("**Ventures**"), hereby transfers, assigns, conveys, grants and delivers to Borland Software Corporation, a corporation organized under the laws of the State of Delaware ("**BSC**"), all of Ventures' right, title, and interest in and to all of the Intellectual Property Assets (as defined in the Purchase Agreement) acquired by Ventures pursuant to the terms and conditions of the Purchase Agreement.

2. **Further Actions.** Ventures covenants and agrees to warrant and defend the transfer, assignment conveyance, grant and delivery of the Intellectual Property Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of BSC's title to the Intellectual Property Assets, at the request of BSC, to execute and deliver the Assignment of Trademark attached hereto as **Exhibit A** and such further instruments of transfer and assignment and take such other action as BSC may reasonably request to more effectively transfer and assign to and vest in BSC each of the Intellectual Property Assets, all at the sole cost and expense of Ventures.

3. **Power of Attorney.** Without limiting Section 2 hereof, Ventures hereby constitutes and appoints BSC the true and lawful agent and attorney in fact of Ventures, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Ventures but on behalf and for the benefit of BSC and its successors and assigns, from time to time:

(i) to demand, receive and collect any and all of the Intellectual Property Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(ii) to institute and prosecute, in the name of Ventures or otherwise, any and all proceedings at law, in equity or otherwise, that BSC or its successors and assigns may deem proper in order to collect or reduce to possession any of the Intellectual Property Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(iii) to do all things legally permissible, required or reasonably deemed by BSC to be so required to recover and collect the Intellectual Property Assets and to use Ventures' name in such manner as BSC may deem reasonably necessary for the collection and recovery of same.

Ventures hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Ventures.

4. Governing Law. This Intercompany Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to conflicts of law principles) as to all matters, including validity, construction, effect, performance and remedies of and under this Agreement.

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

IN WITNESS WHEREOF, Seller has executed this Intercompany Transfer Agreement as of the 29<sup>th</sup> day of October, 2002.

BORLAND VENTURES, INC.

By:   
Name: Frederick A. Ball  
Title: President

BORLAND SOFTWARE CORPORATION


By:   
Name: Frederick A. Ball  
Title: Exec. VP of Corporate  
Development and M&A

Exhibit A**ASSIGNMENT OF TRADEMARK**

Assignment of Trademark made as of the 29<sup>th</sup> day of October 2002, by Borland Ventures, Inc., a Delaware corporation with its principal place of business at 100 Enterprise Way, Scotts Valley, CA 95066-3249 ("Assignor"), to Borland Software Corporation, a Delaware corporation with its principal place of business at 100 Enterprise Way, Scotts Valley, California 95066 ("Assignee").

Assignee and Assignor are parties to an Intercompany Transfer Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor the Intellectual Property Assets (as defined in the Agreement) acquired from BoldSoft MDE Akticbolag, a Swedish corporation ("BoldSoft"), including without limitation the service marks, trademarks and trade names of BoldSoft acquired by Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of the trademark listed on Schedule A annexed hereto and incorporated herein by reference (the "Mark").

NOW, THEREFORE, Assignor, for and in exchange for the cancellation of indebtedness currently owing to Assignee, the receipt and sufficiency of which is hereby acknowledged, hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademark, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademark not been made.

The terms of the Agreement, including without limitation those related to choice of law, are incorporated herein by reference.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademark as of the date first above written.

BORLAND VENTURES, INC.

By: 

Name: Frederick A. Ball

Title: President

**SCHEDULE A**

**TRADEMARK**

<u>Trademark</u>	<u>Registration Number</u>	<u>Filing Date</u>
BOLD	2,225,180	February 23, 1999

14307.1

112783.00108/11151155v2

RECORDED: 11/18/2002

TRADEMARK  
REEL: 002624 FRAME: 0095