

12-23-2002

Form PTO-1594

F

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼



102319398

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): 12/19/02
Amdahl International Corporation

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

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

2. Name and address of receiving party(ies)
 Name: Amdahl Corporation
 Internal _____
 Address: _____

Street Address: 1250 East Arques Avenue
 City: Sunnyvale State: CA Zip: 94088

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

OFFICE OF PUBLIC RECORDS
2002 DEC 19 AM 11:15
FINANCE SECTION

3. Nature of conveyance:
 Assignment Agreement Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 5, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2,034,339

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kathleen S. Ansari, Esq.
 Internal Address: M/S 109
Fujitsu IT Holdings, Inc.

 Street Address: 1250 East Arques Avenue

 City: Sunnyvale State: CA Zip: 94088

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: _____

(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.

Kathleen S. Ansari, Esq. Kathleen S. Ansari 12/11/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

12/20/2002 DBYRNE
01 FC:8521

00000281 1034339
Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231
40.00 OP

TRADEMARK
REEL: 002637 FRAME: 0828

AGREEMENT

This Agreement is entered into as of August 5, 1999 (the "*Effective Date*") by and between Amdahl Corporation, a Delaware corporation ("*Amdahl*"), and Amdahl International Corporation, a California corporation ("*AIC*").

RECITALS

- A. AIC is a wholly-owned subsidiary of Amdahl.
- B. AIC is the successor of Amsub, Inc., a California corporation ("*Amsub*") that was merged with and into AIC in a statutory merger on March 23, 1999. AIC is also the successor of Amtemp, Inc., a California corporation ("*Amtemp*") that was merged with and into AIC in a statutory merger on March 23, 1999. The merger of Amsub and Amtemp with and into AIC is hereinafter referred to as the "*Merger*".
- C. Amsub and Amtemp were the general partners of Antares Alliance Group, a general partnership (the "*Partnership*"), at the time of the Merger. The Partnership has been dissolved by virtue of the partnership interests of both Amsub and Amtemp being acquired by AIC as a result of the Merger.
- D. Effective June 21, 1993, Amdahl and Amsub entered into that certain License Agreement related to the software product then known as "Huron" and subsequently known as "Object Star", a copy of which is attached hereto as Exhibit A (the "*License Agreement*"). By its terms the License Agreement automatically terminated on March 23, 1999, the date the Partnership (which was the Commercialization Sublicensee as that term is defined in the License Agreement) was dissolved.
- E. Effective June 21, 1993, Amsub and the Partnership entered into that certain Exclusive Sublicense Agreement, a copy of which is attached hereto as Exhibit B (the "*Sublicense*"), pursuant to which Amsub transferred to the Partnership, via the grant of an exclusive sublicense, all of Amsub's rights and obligations under the License Agreement. By its terms the Sublicense continued only for the term of the License Agreement and, accordingly, terminated on March 23, 1999.
- F. Effective June 21, 1993, Amdahl and the Partnership entered into that certain Software Relicensing Agreement pursuant to which the Partnership granted Amdahl a non-exclusive license to all software products generally available from the Partnership, a copy of which is attached hereto as Exhibit C (the "*Relicense Agreement*"). By its terms the Relicense Agreement terminated upon liquidation of the Partnership.

G. Amdahl and AIC wish to acknowledge, confirm and ratify termination of the License Agreement, the Sublicense and the Relicense Agreement.

H. Amdahl and AIC wish to confirm and document that Amdahl has reacquired all rights to the Object Star software product and any and all other software products that were transferred to AIC from the Partnership by virtue of the Merger and all derivatives thereof (collectively the "**Software**"), and all related trademarks and all other related propriety rights (collectively the "**IP Rights**"). AIC acknowledges that, and is willing to confirm that, the Software and the IP Rights and all of its rights therein have been transferred and assigned to Amdahl.

NOW, THEREFORE, Amdahl and AIC hereby agree as follows:

1. Termination of License Agreement. Amdahl and AIC each hereby acknowledge, confirm, ratify and agree that the License Agreement, the Sublicense and the Relicense Agreement were each terminated automatically on March 23, 1999 by virtue of the Merger and the resulting dissolution and liquidation of the Partnership. If and to the extent the termination of each such agreement was not automatic, Amdahl and AIC hereby mutually agree that the License Agreement, the Sublicense and the Relicense Agreement were each terminated effective as of March 23, 1999. Amdahl and AIC hereby acknowledge and agree that no sums are due from one party to the other under the License Agreement, the Sublicense and/or the Relicense Agreement as of the Effective Date.

2. Assignment. For good and valuable consideration, receipt of which is hereby acknowledged, AIC hereby confirms the transfer and assignment to, and does hereby transfer and assign to, Amdahl effective as of March 23, 1999 (a) all of AIC's rights and all of AIC's obligations under the License Agreement, the Sublicense and the Relicense Agreement; (b) the "Product", the "Derivative Works", the "Product Trademark", the "Proprietary Rights", as each such term is defined in the License Agreement; (c) the Software; and (d) the IP Rights.

3. Further Assurances. AIC hereby covenants and agrees, upon request by Amdahl and without payment of further consideration, to cause patent, copyright and trademark assignments and other appropriate instruments to document the transfer of the Proprietary Rights, Product Trademark, Product, Derivative Works, Software and IP Rights to Amdahl hereunder to be executed by and on behalf of AIC in its own name or as the successor of Amsub and/or Amtemp and/or as the sole partner of the Partnership. Such assignments and instruments shall be in a form satisfactory to Amdahl and, where applicable, in form appropriate for filing with the United States and applicable foreign patent, copyright and trademark offices and shall be delivered to Amdahl within ten (10) days of request therefor.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Amdahl and AIC.

5. Governing Law. This Agreement is entered into by entities having their principal offices in the State of California and shall be governed by the laws of California, without regard to conflicts of law provisions.

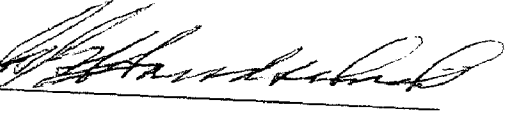
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

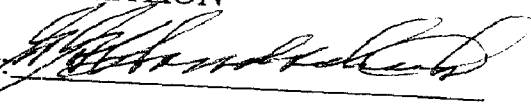
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Amdahl and AIC have caused this Agreement to be executed by duly authorized officers as of the Effective Date.

AMDAHL CORPORATION

AMDAHL INTERNATIONAL CORPORATION

By: 

By: 

Name: Gregory Handschuh

Name: G. Gregory Handschuh

Title: Vice President & General Counsel

Title: President

EXHIBIT A

License Agreement

EXHIBIT B

Exclusive Sublicense Agreement

EXHIBIT C

Software Relicensing Agreement