

01-22-2003

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



102343689

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):

Hewlett-Packard Company

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Assignment and Release

Execution Date: 12/17/02

2. Name and address of receiving party(ies)

Name: Circadence Corporation

Internal Address: Ste 101

Street Address: 4888 Pearl East Circle

City: Boulder State: CO Zip: 80302

- 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

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

A. Trademark Application No.(s) 76102428; 76102552; 76102284; 76102566;

B. Trademark Registration No.(s) 2,276,457; 2,097,607

Additional number(s) attached Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Darlene L. Haun

Street Address: 101 California St., Suite 3900

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):

\$265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Darlene L. Haun

Name of Person Signing

Signature: Darlene L. Haun

12/27/02

Date

Christina E. Wilcox

Total number of pages including cover sheet, attachments, and document: 10

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

01/21/2003 6TON11 0000107 200052 76102428

01 FC:8521 40.00 CH 02 FC:8522 225.00 CH

TRADEMARK REEL: 002653 FRAME: 0433

ATTACHMENT TO RECORDATION COVER SHEET (TRADEMARKS ONLY)

DEBTOR: CIRCADENCE CORPORATION
SECURED PARTY: HEWLETT-PACKARD COMPANY

APPLICATION OR REGISTRATION NUMBER
76103285
76102551
76102220
76102567

ASSIGNMENT AND RELEASE

OF

INTELLECTUAL PROPERTY COLLATERAL

RECITALS

A. Circadence Corporation, a Delaware corporation (the "Company") and Hewlett-Packard Company, a Delaware corporation ("HP"), have entered into that certain Intellectual Property Security Agreement dated as of June 19, 2002 (the "Agreement"). The Agreement was recorded with the U.S. Patent and Trademark Office June 28, 2002, at Reel 002543, Frame 0869, with respect to Trademarks included within the Intellectual Property Collateral, as defined in said Agreement. The Agreement was recorded with the U.S. Patent and Trademark Office on June 26, 2002 at Reel 013089, Frame 0272, with respect to Patents included within the Intellectual Property Collateral.

B. HP desires to release its security interest in and lien on the Intellectual Property Collateral covered by the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HP hereby releases its security interest in and lien on the Intellectual Property Collateral, including, without limitation, the Trademarks and the Patents set forth on the attached Schedules I and II, and reassigns to the Company, without representation or warranty, express or implied, and without recourse, all right, title and interest of HP in and to the Company's interest in such Intellectual Property Collateral.

Dated: December 17, 2002.

HEWLETT-PACKARD COMPANY

By: Cynthia Kustner
Name: CYNTHIA KUSTNER
Title: Integration Director

SCHEDULE I
to
ASSIGNMENT AND RELEASE

OF

INTELLECTUAL PROPERTY COLLATERAL

All right, title and interest of Circadence Corporation (the "Company") now owned or hereafter acquired in and to the following (collectively, the "Collateral"):

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title and interest in the foregoing, and all registrations and recordings of the foregoing, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including any software pertaining to those set forth on Schedule II attached hereto (collectively, the "Patents");
- (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression; all right, title, and interest in the foregoing, and all registrations and recordings of the foregoing, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, including any software pertaining to those set forth on Schedule II attached hereto (collectively, the "Copyrights");
- (3) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired; all right, title, and interest in the foregoing, all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule II attached hereto (collectively, the "Trademarks");
- (4) All rights of the Company under any written agreement with respect to the use of any Patents, Copyright, Trademark, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;
- (5) All goodwill, trade secrets, software, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists, including, without limitation, with respect to any Patents, Copyrights, and Trademarks; and

- (6) All products and proceeds of the foregoing, and, in any event, (a) any and all proceeds of any insurance, indemnity or warranty payable to the Company from time to time with respect to any of the Collateral, (b) any and all payments made or due and payable to the Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority, (c) any and all recoveries by the Company against third parties with respect to any litigation or dispute concerning any of the Collateral, and (d) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, upon disposition or otherwise.

SCHEDULE II

INTELLECTUAL PROPERTY COLLATERAL

(PART A)

PATENTS

(including Patent Applications)

Docket No.	Country	Filing Date	Application No.	Patent No.	Title
	U.S.A.	5/14/97		6,050,898	INITIATING AND SCALING MASSIVE CONCURRENT DATA TRANSACTION
	U.S.A.	6/18/97		5,964,660	NETWORK MULTIPLAYER GAME
	U.S.A.	2/17/99		6,179,713 B1	FULL-TIME TURN BASED NETWORK MULTIPLAYER GAME

(PART B)

COPYRIGHTS

(including Copyright Applications)

COPYRIGHTS	JURISDICTION	APPLICATION OR REGISTRATION DATE	APPLICATION OR REGISTRATION NUMBER

(PART C)

TRADEMARKS

(including Trademark Applications)

TRADEMARK	JURISDICTION	APPLICATION OR REGISTRATION DATE	APPLICATION OR REGISTRATION NUMBER
VR-1 CONDUCTOR	U.S.A.	June 11, 1997	2,276,457
BIDCAST	U.S.A.	September 16, 1997	2,097,607
CIRCADENCE CONDUCTOR	U.S.A.	August 2, 2000	76-102,428
TMP	U.S.A.	August 2, 2000	76-102,552
TRANSPORT MORPHING PROTOCOL	U.S.A.	August 2, 2000	76-102,284
CONDUCTOR SOLUTIONS FOR E-BUSINESS	U.S.A.	August 2, 2000	76-102,566
CONDUCTOR QOS	U.S.A.	August 4, 2000	76-103,285
VR-1 CONDUCTOR	U.S.A.	August 2, 2000	76-102,551
CIRCADENCE	U.S.A.	August 3, 2000	76-102,220
CIRCADENCE	U.S.A.	August 2, 2000	76-102,567

5:AWINNTProfiles\gcarri\Temporary Internet Files\OLK82\011a.lgm-IP