

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FTP Software, Inc.		05/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NetManage, Inc.
Street Address:	10725 North DeAnza Boulevard
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number
Registration Number:	1502045
Registration Number:	1592863
Registration Number:	1519580
Registration Number:	1510778
Registration Number:	1974146
Registration Number:	2249183

CORRESPONDENCE DATA

Fax Number: (312)660-0621
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312/861-2000
 Email: dgasiorowski@kirkland.com
 Correspondent Name: Donna R. Gasiorowski
 Address Line 1: 200 East Randolph Drive

CH \$165.00 1502045

Address Line 2: Suite 5300
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

40466-1 FTP SOFTWARE ASMT

NAME OF SUBMITTER:

Donna Gasiorowski

Total Attachments: 9

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 1, 2003 ("Effective Date") by and between FTP Software, Inc., 10725 North De Anza Blvd, Cupertino, CA 95014 ("Assignor"), and NetManage, Inc., a Delaware corporation, with its principal office at 10725 North De Anza Blvd, Cupertino, CA 95014 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all its trademarks, service marks, trade names, logos and similar marks, including, without limitation, the United States and state trademark registrations set forth on Schedule A attached hereto, and the foreign trademark registrations and applications set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor agrees, upon request by and at the expense of Assignee (or its successors, assigns or legal representatives), to: (i) execute all oaths, assignments, powers of attorney and any other papers; (ii) testify in any legal or quasi legal proceedings; (iii) take any action; and (iv) otherwise fully cooperate with Assignee; in connection with perfecting Assignee's title, or securing, maintaining and enforcing Assignee's rights, under this Assignment.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FTP Software, Inc.

Michael R. Peckham
Michael R. Peckham
Senior Vice President and
Chief Financial Officer

NetManage, Inc.

Michael R. Peckham
Michael R. Peckham
Senior Vice President and
Chief Financial Officer

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

*Please see Attached
"CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT"*

Notary Public (HB)

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

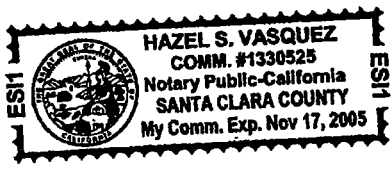
State of California

County of Santa Clara

On May 1, 2003 before me, Hazel S. Vasquez, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael R. Peckham
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Hazel S. Vasquez
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Sec. V.P. and C.F.O.
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Assignment

_____ TITLE OR TYPE OF DOCUMENT

8
NUMBER OF PAGES

May 1, 2003
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Net Manager, Inc.

None
SIGNER(S) OTHER THAN NAMED ABOVE

SCHEDULE A

FTP SOFTWARE, INC.
U.S. TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Registered
FTP SOFTWARE	73/705705 1/15/88	1502045 8/30/88
FTP SOFTWARE Massachusetts Registration		40944 1/20/88
INTERDRIVE	73/825659 8/31/89	1592863 4/24/90
KEYPAK	73/642145 1/30/87	1519580 1/10/89
LANWATCH	73/705806 1/15/88	1510778 11/1/88
LANWATCH Massachusetts Registration		40931 1/20/88
ONNET	74/515863 4/20/94	1974146 5/14/96
ONWEB	75/416677 1/12/98	2249183 6/1/99
PC/TCP Massachusetts registration		39270 12/5/86

SCHEDULE B

FTP SOFTWARE, INC.
FOREIGN TRADEMARKS AND APPLICATIONS

Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
FTP SOFTWARE	Canada	797112 11/10/95	
FTP SOFTWARE	Chile	331639 1/16/96	472012 11/18/96
FTP SOFTWARE	France	95 599199 11/27/95	95 599199 5/3/96
FTP SOFTWARE	Germany	39546010 7 11/13/95	39546010 10/11/96
FTP SOFTWARE	United Kingdom	2047576 12/5/95	2047576
FTP SOFTWARE Design	Japan	H07-122956 11/29/95	
INTERDRIVE	France	INP1159134 10/5/89	1554055
INTERDRIVE	Sweden	198909318 10/3/89	226348 9/6/91
INTERDRIVE	United Kingdom	B1399914 10/16/89	B1399914
INTERDRIVE Design	Japan	H01-112039 10/4/89	2471594 10/30/92
LANCATCH	Finland	199401873 4/14/94	137597 5/5/95
LANCATCH	France	94 516191 4/19/94	94 516191
LANCATCH	Germany	F 43932 9WZ 4/13/94	2094968 4/19/95
LANCATCH Design	Japan	H06-038889 4/18/94	3262665 2/24/97
LANWATCH	Canada	642939 10/18/89	TMA377328 12/14/90
ON THE NET	France	94 549778 12/19/94	94 549778
ON THE NET Design	Austria	584094 11/18/94	156771 2/15/95

Mark	Country	Serial No/ Filing Date	Reg. No/ Registered
ON THE NET Design	Denmark	1994 8035 VA 11/17/94	1995 3405 VR 6/2/95
ON THE NET Design	Finland	199405760 11/16/94	142036 1/5/96
ON THE NET Design	France	94 545320 11/18/94	94 545320
ON THE NET Design	Germany	11/17/94	39402254 8/10/95
ON THE NET Design	Switzerland	1994 8118 11/17/94	429136
ONNE	Switzerland	727019940 10/18/94	425007 10/20/94
ONNET	Canada	766551 10/19/94	TMA477182 6/4/97
ONNET	Austria	531194 10/20/94	156237 1/16/95
ONNET	Benelux	835764 10/19/94	561045 7/3/95
ONNET	Denmark	1994 7304 VA 10/20/94	1995 4025 VR 6/23/95
ONNET	France	94 541195 10/20/94	94 541195 10/20/94
ONNET	Germany	F 44642 10/19/94	2910701 8/18/95
ONNET	Spain	1926954M4 10/20/94	1926954 5/5/95
ONNET	Sweden	199410563 10/19/94	309260 3/1/96
ONNET	Switzerland	1994 7270 10/20/94	425077 10/20/94
ONNET	United Kingdom	2001669 11/4/94	2001669 9/8/95
ONNET	Austria	AM531194 10/20/94	156237 1/16/95
ONNET	Australia	643667 10/18/94	643667 6/3/96
ONNET	Brazil	818116480 10/20/94	818116480 10/8/96
ONNET	Benelux	835764 10/19/94	561045 7/3/95

Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
ONNET	Chile	331642 1/16/96	472015 11/18/96
ONNET	China	94125972 12/3/94	886790 10/21/96
ONNET	China	94125973 3/23/04	888686 10/28/96
ONNET	Germany	F446429WZ 10/19/94	2910701 8/18/95
ONNET	Denmark	730494 10/20/94	402595 6/23/95
ONNET	Spain	1926954 10/20/94	1926954 5/5/95
ONNET	France	94541195 10/20/94	94541195 10/20/94
ONNET	United Kingdom	2001669 11/4/94	2001669 9/8/95
ONNET	Israel	95088 10/20/94	95088 5/8/97
ONNET	Israel	95089 10/20/94	95089 5/8/97
ONNET	Japan	6105692 10/14/94	4300476 7/30/99
ONNET	Mexico	215923 10/20/94	497077 7/13/95
ONNET	Malaysia	9412230 12/29/94	
ONNET	Poland	Z139240 10/19/94	93231 1/31/97
ONNET	Portugal	304576 10/19/94	304576 9/18/95
ONNET	Sweden	9410563 10/19/94	309260 3/1/96
ONNET	Singapore	T9409579Z 1/15/99	T9409579Z 1/15/99
ONNET	South Africa	9411281 10/19/94	9411281 6/12/97
ONNET Design	Japan	H06-105692 10/20/94	4300476 7/30/99
ON-THE-NET	Benelux	837314 11/16/94	565708

Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
ON-THE-NET Design	Japan	H06-117498 11/18/94	3340194 8/15/97
PC TCP	France	94 540177 10/13/94	94 540177
PC/TCP	Canada	766205 10/13/94	TMA498754 8/17/98
PC/TCP	Benelux	835975 10/24/94	560719
PC/TCP	Finland	199405072 10/13/94	203444 12/13/96
PC/TCP Design	Japan	H06-103637 10/14/94	4005814 5/30/97
THE ON NET	Spain	1931746M8 11/18/94	1931746M8 10/23/96
THE ON NET Design	Japan	H06-117499 11/18/94	4005818 5/30/97
THE ON NET, ON THE NET Design	Sweden	199411763 11/16/94	304712 9/22/95