

OMB No. 0651-0011 (exp. 4/94)

5-16-03

TRADI



To the Honorable Commissioner of Patents and Trademarks

102452668

or copy thereof.

1. Name of conveying party(ies):
Crystal Decisions, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Seagate Technology LLC
Internal Address: _____
Street Address: 920 Disc Drive
City: Scotts Valley State: CA ZIP: 95066

Individual(s) _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 7, 2002

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

Trademark Registration Nos.:
2,024,196 2,174,727 2,218,223
2,351,278 2,353,206

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Diane J. Mason, Esq.
Internal Address: Dorsey & Whitney LLP
Street Address: Four Embarcadero Center, Suite 3400
City: San Francisco State: CA ZIP: 94111-4187

6. Total Number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed
 Authorized to be charged to deposit account
(order no. 469023-320)

8. Deposit account number:
50-2319

(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.

Diane J. Mason [Signature] May 13, 2003
Name of person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

05/19/2003 ECOOPER 00000104 2024196

01 FC:8521 40.00 DP
 02 FC:8522 100.00 DP

Mail Stop Assignment Recordation Services
 Director of the U.S. Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT
AND PHASE OUT AGREEMENT

This Trademark Assignment and Phase Out Agreement ("Agreement"), effective March 7, 2002 is entered into by and between Crystal Decisions, Inc., a Delaware corporation having its principal place of business at 895 Emerson Street, Palo Alto, CA 94301 ("Crystal Decisions" or "Assignor") and Seagate Technology LLC, a Delaware corporation having its principal place of business at 920 Disc Drive, Scotts Valley, CA 95066 ("Seagate" or "Assignee").

Whereas, Crystal Decisions is the owner of the trademark applications and registrations, set forth in Exhibit B, attached hereto (the "Marks"); and

Whereas, Seagate desires to acquire from Crystal Decisions all right, title and interest in the Marks worldwide, and Crystal Decisions wishes to assign to Seagate all right, title and interest to the Marks worldwide together with the goodwill associated therewith; and

Whereas, Crystal Decisions desires authorization from Seagate to use any and all of the Marks pursuant to the restrictions set forth below;

Now, therefore, the Parties agree as follows:

1. Assignment.

For good and valuable consideration, the receipt of which is hereby acknowledged, Crystal Decisions hereby assigns to Seagate, its successors, legal representatives and assigns, any and all right, title and interest worldwide which it may have in and to the Marks together with the goodwill of that portion of the business of Crystal Decisions appurtenant to and symbolized by the Marks and any registration or applications therefor.

2. Phase Out Grant.

Seagate hereby grants to Crystal Decisions for the Phase Out Term (defined hereunder) a personal, nonexclusive, nontransferable and nonassignable authorization to use the Marks worldwide upon or in relation to the computer software currently sold ("Goods") and related business and support services currently performed ("Services") under the Marks, provided that in each case the following Quality Control provisions are satisfied:

2.1 Quality Control

2.1.1 The Goods which are sold, leased or otherwise distributed have been produced, created or written by or for Crystal Decisions, and the Services to be performed have previously been performed by or for Crystal Decisions, in accordance with such current industry specifications, and standards of quality as Seagate or the duly authorized representative of Seagate may from time to time prescribe, approve or agree; and

2.1.2 Crystal Decisions shall permit Seagate or the duly authorized representative of Seagate, upon reasonable notice and solely at Seagate's expense, to enter the premises of Crystal Decisions for the purpose of inspecting to assure Crystal Decisions' compliance with its obligations under this Agreement any of the Goods or Services upon or in relation to which the Marks are used and shall at the request of Seagate or such authorized representative furnish at Crystal Decisions' expense such samples of Goods for inspection and analysis as may reasonably be requested. All such inspections shall be performed in a manner that does not impact or intrude upon Crystal Decisions' daily business operations.

2.2 Use and Display of Trademarks.

2.2.1 Crystal Decisions shall use the Marks upon or in relation to the Goods and Services only in such manner that the distinctiveness, reputation, and validity of the Marks shall not be impaired. Without prejudice to the generality of the foregoing, Crystal Decisions shall ensure in particular that the Marks are correctly spelled, accompanied by words describing the nature of the goods or services to which they relate, and ensure the Marks are capitalized or otherwise distinguished from surrounding and adjacent text.

2.2.2 Crystal Decisions shall comply with the requirements of Seagate as to the form, manner, scale and context of use of the Marks, the use of the statements to accompany them, as well as the containers and packaging to be used for the Goods, and the presentation or performance of the Services.

2.2.3 Crystal Decisions shall display the proper form of trademark and service mark notice associated with the Marks in accordance with written instructions received from Seagate.

2.2.4 Crystal Decisions acknowledges that all use of the Marks and all rights and goodwill attaching to or arising out of such use, shall accrue to the benefit of Seagate. Crystal Decisions shall at any time, whether during or after the Term, assist Seagate in perfecting its rights in the Marks and execute any documents as shall reasonably be required by Seagate to confirm Seagate's ownership of the Marks in various jurisdictions, including, but not limited to, the attached Exhibit A, which is a Trademark Assignment suitable for recording in the U.S. Trademark Office.

2.3 Phase Out Term.

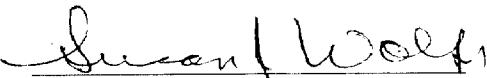
2.3.1 The Phase Out Term for the trademark authorization (referred to above and hereinafter as "Phase Out Term") shall commence on the Effective Date and shall continue in full force until December 31, 2002 at which time it shall automatically terminate.

2.3.2 In the event of Crystal Decisions committing a breach of any of the terms of this Agreement and failing to rectify same within thirty (30) days of receiving written notification of such breach from Seagate, Seagate shall have the right to terminate this authorization to use immediately.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

For and On Behalf of Assignor

CRYSTAL DECISIONS, INC.

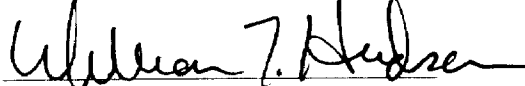
By: 

Print Name: Susan J. Wolfe

Date: September 24, 02

For and On Behalf of Assignee

SEAGATE TECHNOLOGY LLC

By: 

Print Name: William L. Hudson

Date: October 1, 2002

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Trademark Assignment

Whereas, Crystal Decisions, Inc. a Delaware Corporation, with its principal place of business at 895 Emerson Street, Palo Alto, CA 94301 ("Assignor"), owns the registered trademarks and trademark applications set forth in Exhibit B ("Marks").

Whereas, Seagate Technology LLC, a Delaware Corporation, with its principal place of business as 920 Disc Drive, Scotts Valley, California 95066 ("Assignee"), desires to acquire said Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors, legal representatives and assigns, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by and appurtenant to the Marks, and the registrations and applications thereof.

Date effective as March 7, 2002

State of California)
County of)

~~Subscribed and sworn to before me this
____ day of _____ in the year 2002~~

~~Notary Public
My Commission Expires: _____~~

See attachment

Crystal Decisions, Inc.

By: *Susan J. Wolfe*
Name: Susan J. Wolfe
Title: Vice President, General Counsel and Secretary

Subscribed and sworn to before me this
____ day of _____ in the year 2002

Notary Public
My Commission Expires: _____

Seagate Technology LLC

By: *William L. Hudson*
Name: William L. Hudson
Title: Sr. Vice President, General Counsel and Corporate Secretary

EXHIBIT B

The Marks subject to this Agreement:

Trademark	Application No.	Registration No.	International Class
SEAGATE CRYSTAL INFO USA	75/517,609	2,351,278	9
SEAGATE CRYSTAL REPORTS USA	75/517,608	2,353,206	9
SEAGATE SOFTWARE USA	75/284,183	2,218,223	9 and 16
SEAGATE USA	75/284153	2,174727	9 and 16
SEAGATE SOFTWARE USA	74/306375	2,024196	9
SEAGATE Argentina	2.111.392	1712919	16
SEAGATE Argentina	746164	746164	9 and 16
SEAGATE Brazil	820.346.616	820.346.616	16
SEAGATE Chile	395.130	515.081	16
SEAGATE China	9700114193	1254427	16
SEAGATE European Community	656306	656306	9 and 16
SEAGATE Hong Kong	14555/97	3401/2000	9
SEAGATE Hong Kong	14554/97	12497/1999	16
SEAGATE Mexico	312621	Pending	9
SEAGATE Mexico	312622	Pending	16
SEAGATE New Zealand	283292	283292	9
SEAGATE New Zealand	283293	283293	16
SEAGATE Singapore	S/12783/97	Pending	9
SEAGATE Singapore	S/12784/97	Pending	16
SEAGATE South Africa	97/15334	97/15334	9
SEAGATE South Africa	97/15335	97/15335	16

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

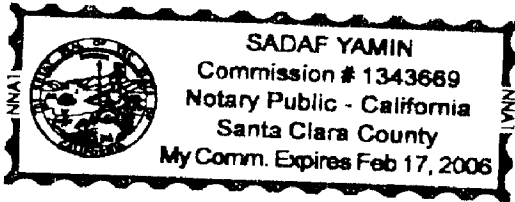
County of Santa Clara } ss.

On September 24-02 before me, Sadaf Yamin, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Susan J Wolfe
Name(s) of Signer(s)

- personally known to me
- 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.

Sadaf Yamin
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

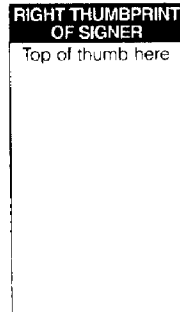
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

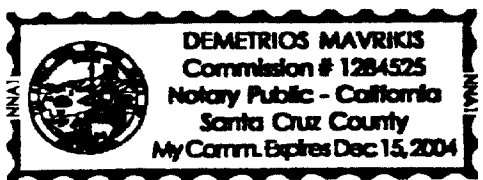
County of Santa Cruz

On October 1, 2002 before me, Demetrios N. MAVRIKIS
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William H. Hudson
Name(s) of Signer(s)

- personally known to me
- 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.

Demetrios N. Mavrikis
Signature of Notary Public

OPTIONAL

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

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

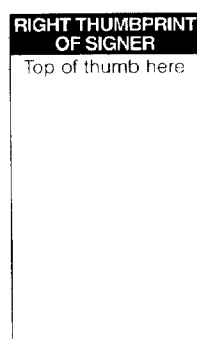
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

