

01-14-2004

12-27-2002



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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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.

12-27-2002

1. Name of conveying party(ies):

Stac Electronics

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/21/1994

2. Name and address of receiving party(ies)

Name: Hi/fn, Inc.

Internal

Address:

Street Address: 2105 Hamilton Ave, Suite 230

City: San Jose State: CA Zip: 95125-5900

- 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 FINANCE SECTION DEC 24 AM 11:37

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,891,659

Additional number(s) attached Yes No

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

Name: Bruce D. Kuyper, Esq.

Internal Address:

Street Address: Latham & Watkins 633 West 5th Street, Suite 4000

City: Los Angeles State: CA Zip: 90071-2007

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:

40E

DO NOT USE THIS SPACE

9. Signature.

Cathleen M. Calkins

Name of Person Signing

Calkins

Signature

12/20/02

Date

Total number of pages including cover sheet, attachments, and document: 6

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

ASSIGNMENT, ASSUMPTION AND LICENSE AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("AGREEMENT") is entered into as of this 21st day of November, 1996 among Stac, Inc., a Delaware corporation ("TRANSFEROR"), and Hi/fn Inc., a Delaware corporation ("TRANSFEREE").

WHEREAS, Transferor wishes to transfer, assign and delegate (i) All of its right, title and interest in and to certain of its assets and properties, as listed on Exhibit A attached hereto and incorporated herein to this Agreement by this reference, including without limitation all claims, rights, privileges and similar interests, whenever accruing, inuring to the benefit of or held by Transferor with respect thereto (the "ASSETS"), and (ii) all of its duties and obligations under certain of its liabilities and obligations, as listed on Exhibit B attached hereto and incorporated herein to this Agreement by this reference (the "LIABILITIES"), and the Transferee wishes to accept such transfer, assignment and delegation, on the terms set forth in this Agreement;

WHEREAS, Transferor wishes to license certain technologies to Transferee and Transferee wishes to accept such licenses, subject to the terms hereof; and

WHEREAS, concurrently herewith the parties hereto are entering into Cross License Agreement and a Stock Purchase Agreement (collectively, the "Related Agreements").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. TRANSFER OF ASSETS.

Transferor hereby grants, sells, conveys, transfers, assigns, releases and delivers to Transferee all of the Assets, as listed on Exhibit A attached hereto, to have and hold the same unto itself, its successors and assigns forever, and Transferee hereby accepts such grant, sale, conveyance, etc.

2. ASSUMPTION OF LIABILITIES.

Transferor hereby transfers, assigns and delegates to Transferee all of the Liabilities, as listed on Exhibit B, and Transferee hereby accepts such transfer, assignment and delegation and assumes and undertakes to become liable for such Liabilities and agrees to faithfully pay, perform and discharge such Liabilities when due.

3. LICENSES.

Transferor and Transferee shall concurrently with the execution of this Agreement enter into a Cross License Agreement substantially in the form attached hereto as Exhibit C.

4. FURTHER ASSURANCES.

It is the intent of the parties that all of the Assets and Liabilities be transferred, assigned and delegated to the Transferee as aforesaid. Each party agrees to execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer and take such other actions consistent with the foregoing as may be necessary to carry out the intent of this Agreement.

5. INDEMNIFICATION.

(a) INDEMNIFICATION BY TRANSFEEE. Notwithstanding any investigation of the business, financial condition, prospects, properties or assets of Transferee by or on behalf of Transferor prior to the date hereof, and in addition to any and all other rights of Transferor under this Agreement, Transferee shall indemnify, defend and hold harmless Transferor and each of Transferor's officers, directors, employees, control persons, advisors, affiliates and agents (collectively, the "Indemnified Parties"), from and against any and all losses, damages, liabilities, expenses, costs, assessments and taxes (including, without limitation, interest, penalties and attorneys' fees and expenses reasonably incurred) ("Damages"), and pay each Indemnified Party on demand the full amount of any and all Damages that such party may pay or become obligated to pay, arising out of or relating to any of the following:

(i) The breach in any respect (if not qualified) of any representation or warranty of Transferee or of any obligation, agreement or covenant of Transferee contained in or made pursuant to this Agreement, the Related Agreements or any other agreement, certificate or other document made or delivered by Transferee at the Closing pursuant to this Agreement;

(ii) Any of the Liabilities listed on Exhibit B and assumed by Transferee; and/or

(iii) Any of the Assets listed on Exhibit A and assumed by Transferee hereunder.

All claims under this Section 5(a) shall be made at the time and in the manner provided for in Section 5(b).

(b) INDEMNIFICATION PROCEDURE. Written notice of any claim for indemnification under Section 5(a) shall be sent to the Transferee promptly following receipt by an Indemnified Party of notice of the occurrence of any event or the commencement of any action for which indemnification may be sought under this Section 5 (but the omission to so notify the Transferee, will not relieve Transferee from any liability that it may have to any Indemnified Party), and the indemnification provided for in this Section 5 shall terminate with respect to claims with respect to which written notice has not been sent to the Transferee, on or prior to the first anniversary of the this Agreement. Transferee shall not, without the prior express written consent of Transferor, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder without the prior written consent of Transferor.


6. MISCELLANEOUS.

This Agreement may be executed in any number of counterparts, all of which together shall be deemed to one and the same instrument. This Agreement shall be interpreted under the laws of the State of California as applied to contracts entered into and performed entirely among California residents.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto as of the date first written above.

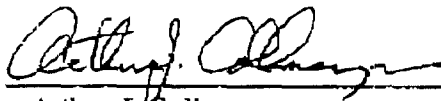
**TRANSFEROR:**

STAC, INC., a Delaware corporation

By:   
John R. Witzel  
Vice President of Finance

**TRANSFeree:**

HI/FN INC., Delaware corporation

By:   
Arthur J. Collmeyer  
President and Chief Executive Officer

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Assignment assumption agreement - final

<PAGE> 11

THE "ASSIGNED TRADEMARKS":

STATUS RECORDED AS OF NOVEMBER 15, 1996

<TABLE>  
<CAPTION>

PROSECUTION STATUS	TRADEMARK	FILED	SER. NO./PRIORITY	COUNTRY
<S> REGISTERED 4/25/98 1,891,659	<C> LES	<C> 7/30/93	<C> 74/419,999	<C> US 9
REGISTERED 7/15/94 94/303778	LES (FRANCE)	1/28/94	94/303,778	FRANCE 9
SUSPENDED 7/17/96 PENDING DISPOSITION OF USPN 75/041,188 AND 75/041,189 (APPLX PENDING)	COMCRYPTION	1/5/96	75/053,339	US 9
APPLX PENDING:	COMCRYPTION (JAPAN)	8/5/96	8-087707	JAPAN 9
APPLX PENDING:	HL/TW	9/3/96	75/159,409	US 9

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THE "ASSIGNED PATENTS":

STATUS RECORDED AS OF NOVEMBER 15, 1996

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<CAPTION>

PROSECUTION STATUS	TITLE	FILED	SER. NO./PRIORITY	COUNTRY
<S> ISSUED 3/26/91 U.S. PAT. NO. 4,996,690; MAINTENANCE FEES DUE 8/26/98; AND 8/26/02	WRITE OPERATION WITH GATING CAPABILITY	8/26/88	237,394	US
ISSUED 5/29/90 U.S. PAT. NO. 4,930,142; MAINT. FEES DUE 11/29/97 AND 11/29/01	DIGITAL PHASE LOCK LOOP	12/6/88	281,305	US
ISSUED 5/14/91 U.S. PAT. NO. 5,026,001 MAINT. FEES DUE 11/14/99; AND 11/14/03	DATA COMPRESSION APPARATUS AND METHOD	1/13/89	297,152	US
ISSUED 3/26/91 U.S. PAT. NO. 5,003,307; MAINT. FEES DUE 9/26/98; AND 9/26/02	CIP: DATA COMPRESSION APPARATUS WITH SHIFT REGISTER SEARCH MEANS	10/6/89	418,034 BASED ON USPN 297,152 1/13/89	US
ABDOC TO CONDUCT INTERVIEW W/EXAMINER. STATUS CHECK SET FOR 9/11/96; APPEAL NO. 7-9744;	DATA COMPRESSION APPARATUS WITH SHIFT REGISTER	1/12/90	1-6057; BASED ON USPN 297,152 AND 418,034	JAPAN

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