

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Globetrotter Software, Inc.		01/01/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Macrovision Corporation
Street Address:	2830 De La Cruz Boulevard
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95050
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2573067	FLEXLM

CORRESPONDENCE DATA	
Fax Number:	(408)392-9262
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-392-9250
Email:	jlantz@macpherson-kwok.com
Correspondent Name:	Jennifer M. Lantz
Address Line 1:	1762 Technology Drive, Suite 226
Address Line 4:	San Jose, CALIFORNIA 94086

ATTORNEY DOCKET NUMBER:	TM-2090
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NAME OF SUBMITTER:	Jennifer M. Lantz
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Total Attachments: 3
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CH \$40.00 2573067

## TRADEMARK ASSIGNMENT

This Agreement is by and between Macrovision Corporation ("Assignor") and Globetrotter Software, Inc. ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: FLEXLM, Registration No. 2573067 (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights for any U.S. or foreign registration with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00 payable on JAN 1, 2004.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to

recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

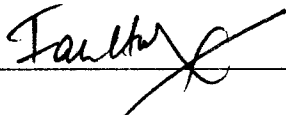
6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.


9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California, without regard to its choice of laws provisions.

MACROVISION CORPORATION

By: 

IAN HALIFAX  
Chief Financial Officer and Secretary

GLOBETROTTER SOFTWARE, INC.

By: 

William A Krepick  
President and Chief Operating Officer

**Schedule 2.4B**  
**List of Officers of Surviving Corporation**

The Officers of the Surviving Corporation shall be the following:

John O. Ryan, Chairman and Chief Executive Officer  
William A. Krepick, President and Chief Operating Officer  
Ian Halifax, Chief Financial Officer and Secretary.