

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Esslinger GmbH & Co. KG i.G.		02/10/2000	LIMITED PARTNERSHIP: GERMANY

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	frogdesign, inc.
<b>Street Address:</b>	1327 Chesapeake Terrace
<b>City:</b>	Sunnyvale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94089
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1312760	FROGDESIGN

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)833-2001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650 833-2170
<b>Email:</b>	tmfilings@graycary.com
<b>Correspondent Name:</b>	Allyn Taylor, Esq.
<b>Address Line 1:</b>	2000 University Avenue
<b>Address Line 4:</b>	East Palo Alto, CALIFORNIA 94303-2248

<b>ATTORNEY DOCKET NUMBER:</b>	1060408-1004
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<b>NAME OF SUBMITTER:</b>	Cheryl A. Goodall
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CH \$40.00 1312760



Translation

Doc. Reg. 38/2000

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Stuttgart

Done on Feb. 10, 2000

(In words: The tenth day of February in the year two thousand)

Today, there appeared before me,

**Dr. Werner Renaud**

Notary Public with offices in Stuttgart,

in my offices at Gänsheidestrasse 71, Stuttgart,

Mrs. Patricia Roller,

born on Dec. 01, 1962,

15920 Rose Avenue,

Los Gatos, CA 05030, USA,

- who proved her identity by presentation of her passport -,

acting

1. for Esslinger GmbH & Co. KG i.G. (in foundation) having its seat in Altensteig and
2. for frogdesign Inc., having its seat in Sunnyvale, CA 94089 (USA),

without guaranty for the presentation of a declaration of consent.

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A.

The person appearing denies the question asked by the undersigned Notary if he or any person related to him was or is engaged in any matter, being the object of the present notarization, outside his office as Notary, with the exception of any acts performed by order of all parties concerned.

B.

The person appearing requests that the following

#### AGREEMENT OF PURCHASE AND SALE

be taken on record and notarized:

##### Art. 1

##### Objects

- (1) Esslinger GmbH & Co. KG i.G., having its seat in Altensteig, holds the sole business share in the nominal amount of DM 500,000.00 in frogdesign GmbH, having its seat in Altensteig.
- (2) Esslinger GmbH & Co. KG i.G. is the holder of the worldwide rights to the trade mark "frogdesign" and to the frog logo connected with that trade mark. The rights have been assigned, by separate instrument, by the sole proprietorship known as frogdesign Hartmut Esslinger to Esslinger GmbH & Co. KG i.G.

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**Art. 2****Sale**

- (1) Esslinger GmbH & Co. KG i.G. (hereinafter the "Seller") herewith sells to frogdesign Inc. (hereinafter the "Purchaser") the business share mentioned under Art. 1, para. 1, above and herewith assigns to the Purchaser, who accepts, the business share by contract effective on Jan. 01, 2000. Included in the sale and assignment are all obligations and rights connected with the business share, including the right to profits for the period commencing on Jan. 01, 2000. All profits realized in the period up to Dec. 31, 1999 are due to the Seller who insofar reserves for himself the right of usufruct to the business share sold. As to the right of usufruct, the legal provisions apply. The right of usufruct terminates at the time a resolution on the appropriation of profits has been passed in respect of the profits realized up to Dec. 31, 1999.
  
- (2) The Sellers sells to the Purchaser the trade mark "frogdesign" and the frog logo connected with that trade mark, and assigns to the Purchaser by contract, who accepts, all rights to the trade mark and to the logo with effect from Jan. 01, 2000. At the Purchaser's request, the Seller undertakes to cooperate in transferring the trade mark and to give and make in due form all declarations required in connection with the transfer proceedings. The costs connected with the transfer shall be borne by the Purchaser.

## § 8

**Schlußbestimmungen**

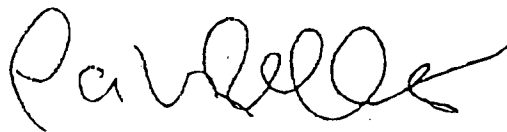
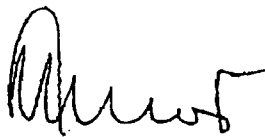
Sollten eine oder mehrere Bestimmungen dieses Vertrags unwirksam sein oder unwirksam werden, so bleibt der Vertrag im übrigen gültig. Die ungültigen Bestimmungen sind durch solche Bestimmungen zu ersetzen, durch die der mit den ungültigen Bestimmungen verfolgte Zweck möglichst weitgehend erreicht wird. Sollte sich in dem Vertrag eine Lücke befinden, so ist die Lücke durch eine angemessene Regelung auszufüllen die, soweit rechtlich möglich, dem am nächsten kommt, was die Vertragschließenden nach dem Sinn und Zweck dieses Vertrags vereinbart hätten, wenn sie die Lücke bei Vertragsabschluß erkannt hätten.

## C.

**Hinweise des Notars**

Der Notar hat den Käufer darauf hingewiesen, daß er nach § 16 Abs. 3 GmbHG für etwaige zur Zeit der Anmeldung der Abtretung bei der Gesellschaft auf den Geschäftsanteil rückständige Leistungen als Gesamtschuldner neben dem Verkäufer haftet. Den Verkäufer hat der Notar darauf hingewiesen, daß er für etwaige rückständige fällige Leistungen als Gesamtschuldner neben dem Käufer weiter haftet.

Vorstehende Niederschrift wurde von dem beurkundenden Notar vorgelesen, von der Erschienenen genehmigt und unterschrieben wie folgt:

Notar