

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/29/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PalmSource, Inc.		11/19/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Palm Trademark Holding Company, LLC
Street Address:	1240 Crossman Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
Entity Type:	Limited Liability Corporation: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	78078036	PALMGEAR
Serial Number:	78105313	PALMSOURCE
Serial Number:	78106124	PALM
Serial Number:	78203544	PALMONE
Serial Number:	78203569	PALMONE
Serial Number:	78203597	PALMONE
Serial Number:	78203623	PALMONE
Serial Number:	78203631	PALMONE
Serial Number:	78203639	PALMONE
Serial Number:	78203652	PALMONE
Serial Number:	78203663	PALMONE
Serial Number:	78203676	PALMONE
Serial Number:	78203685	PALMONE

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Serial Number:	78203691	PALMONE
Serial Number:	78203728	PALMONE
Serial Number:	78203740	PALMONE
Registration Number:	1887791	PALMPRINT
Registration Number:	1909820	PALMMODEM
Registration Number:	1915813	PALM COMPUTING
Registration Number:	1965938	PALMCONNECT
Registration Number:	2265234	PALM OS
Registration Number:	2348355	PALM.NET
Registration Number:	2466453	PALMSOURCE
Registration Number:	2488694	PALMCONNECT
Registration Number:	2542880	PALMPIX
Registration Number:	2550203	PALM.NET
Registration Number:	2588534	PALM
Registration Number:	2606329	PALMGLOVE
Registration Number:	2608417	PALMPOWER
Registration Number:	2611088	PALM VII
Registration Number:	2619261	SIMPLY PALM
Registration Number:	2637822	PALM III
Registration Number:	2639660	PALM
Registration Number:	2644888	PALM COMPUTING
Registration Number:	2653036	PALM
Registration Number:	2679381	PALMPACK
Registration Number:	2681093	PALM POWERED
Registration Number:	2685074	SIMPLY PALM
Registration Number:	2710277	PALM COMPUTING
Registration Number:	2740330	PALM READER
Registration Number:	2613597	PALM COMPUTING

CORRESPONDENCE DATA

Fax Number: (212)226-1995
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-226-7700
Email: jbernard@yeellp.com
Correspondent Name: Donovan & Yee LLP
Address Line 1: 110 Greene Street
Address Line 2: Suite 700

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Francine Miller

Signature: /Francine Miller/

Date: 03/08/2005

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS – PalmSource, Inc.

WHEREAS, PalmSource, Inc., a Delaware corporation, with an address at 1240 Crossman Avenue, Sunnyvale, California 94089 (“ASSIGNOR”), is the owner of (1) the trademarks, service marks, domain names, registrations for the foregoing, and applications for the foregoing set forth on the Schedule of Trademarks annexed hereto and made a part hereof, as it is supplemented from time to time pursuant to this Assignment, and (2) all trademarks, service marks and domain names that ASSIGNOR owns or claims in connection with ASSIGNOR’s current and past business, that contain the word, syllable, or letter-string “palm” or any formative, translation, transliteration, homonym, symbolic representation or derivative thereof, including all designs and logos inseparably associated therewith, and all registrations and applications therefor and all common law rights therein (collectively, the “TRADEMARKS”), and the goodwill of the business represented and symbolized by the TRADEMARKS (the “GOODWILL”); and

WHEREAS, Palm Trademark Holding Company, LLC, a Delaware limited liability corporation, with an address at 1240 Crossman, Sunnyvale, California 94089 (“ASSIGNEE”), is desirous of acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the GOODWILL.

NOW, THEREFORE, in consideration of the sum of U.S. One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

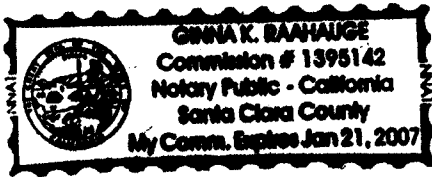
1. **Assignment.** Effective October 29, 2003, ASSIGNOR hereby transfers, conveys and assigns to ASSIGNEE (and its successors and assigns) as successor to the business to which the TRADEMARKS relate the entire worldwide right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with and including (a) the GOODWILL, (b) all extensions and renewals of the registrations comprising part of the TRADEMARKS, (c) all common law rights in, to, and under the TRADEMARKS, (d) the right to register, renew, protect and defend the TRADEMARKS, including the right to sue and bring claims for and collect, for ASSIGNEE’s own use and enjoyment, damages and any other legal or equitable remedy by reason of past, present, and future infringement, dilution, or other violation of the TRADEMARKS, (e) the right to any other claims arising out of or relating to the use or ownership of the TRADEMARKS, and (f) all other rights corresponding to the TRADEMARKS throughout the world, effective as of the date set forth below. ASSIGNOR shall have a continuing duty to transfer, convey and assign to ASSIGNEE any mark containing the word, syllable, or letter-string “palm” and/or any formatives, translations, transliterations, homonyms, symbolic representations and derivatives thereof, including, but not limited to, any mark deemed to be an associated mark of such a mark or any of the TRADEMARKS under the laws of any jurisdiction, necessary to effectuate registration of the TRADEMARKS. Such continuing duty will include, but not be limited to, the duty to supplement the annexed Schedule of Trademarks as necessary.

2. **Recording.** ASSIGNOR further authorizes ASSIGNEE and the Commissioner of Patents and Trademarks of the United States, and any official or agency of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications, assignments, and title thereto, to record the trademark registrations and applications listed in the annexed Schedule of Trademarks as the property of ASSIGNEE.

3. **Warranty.** ASSIGNOR represents and warrants that (a) the TRADEMARKS are all of the trademarks, service marks, and domain names that ASSIGNOR or any parent, subsidiary or affiliate of ASSIGNOR currently owns or claims that contain the word, syllable, or letter-string "palm" and/or any formatives, translations, transliterations, homonyms, symbolic representations and derivatives thereof, including all designs, logos and trade dress associated therewith, and all registrations and applications therefore and all common law rights therein; (b) the annexed Schedule of Trademarks constitutes a complete list of all registrations and applications of all marks, containing the word, syllable, or letter-string "palm" and/or any formatives, translations, transliterations, homonyms, symbolic representations and derivatives thereof, that have been filed, obtained, or beneficially owned by ASSIGNOR; (c) ASSIGNOR is the sole owner of all right, title, and interest in, to and under the TRADEMARKS; (d) ASSIGNOR has not conveyed, assigned or transferred any right or interest in the TRADEMARKS to any third party; (e) ASSIGNOR has not restricted or encumbered the TRADEMARKS in any way; and (f) no party other than the ASSIGNEE hereafter retains any right, title, or interest in, to, or under the TRADEMARKS.

4. **Cooperation.** ASSIGNOR will cooperate with ASSIGNEE in executing and/or filing documents with the U.S. Patent and Trademark Office (the "PTO") and any equivalent agency in any country foreign to the United States as may be required to record this Assignment with the PTO or such agency and to designate ASSIGNEE as the owner of the TRADEMARKS or any other marks to be assigned pursuant hereto in the future, including executing any modifications, updates and additions to the annexed Schedule of Trademarks. ASSIGNOR will also do, execute, acknowledge, deliver, file, or record, or will assist ASSIGNEE or endeavor to cause others to do, execute, acknowledge, deliver, file, or record, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, instruments, and assurances as ASSIGNEE may reasonably request, or as may be required by the law of the United States or any country foreign to the United States, in order to convey to ASSIGNEE the rights set forth herein.

IN WITNESS WHEREOF, the parties have executed this instrument this 18th day of November, 2003.



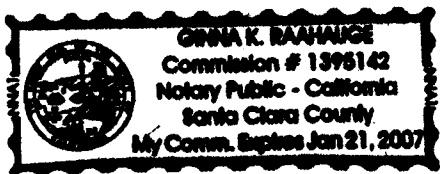
PALMSOURCE, INC.

By: Doreen Yochum
Name: Doreen S. Yochum
Title: CAO AND SECRETARY

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 19 day of November, 2003, did appear Doreen Yochum who to me personally known, did depose and say that s/he is CAO & Secretary of PalmSource, Inc. and is authorized to execute the foregoing instrument on behalf of said corporation.

Gina K. Ranauge
Notary Public



PALM TRADEMARK HOLDING COMPANY, LLC

By: Thomas Geisler
Name: THOMAS GEISLER
Title: TREASURER

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 19 day of November, 2003, did appear Thomas Geisler, who to me personally known, did depose and say that s/he is Treasurer of PalmSource, Inc. Palm Trademark Holding Co. LLC and is authorized to execute the foregoing instrument on behalf of said corporation.

Gina K. Ranauge
Notary Public

UNITED STATES: REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUED</u>
PALMPRINT	1,887,791	04/04/1995
PALMMODEM	1,909,820	08/08/1995
PALM COMPUTING	1,915,813	08/29/1995
PALMCONNECT	1,965,938	04/02/1996
PALM OS	2,265,234	07/27/1999
PALM.NET	2,348,355	05/09/2000
PALMSOURCE	2,466,453	07/03/2001
PALMCONNECT	2,488,694	09/11/2001
PALMPIX	2,542,880	02/26/2002
PALM.NET	2,550,203	03/19/2002
PALM & DESIGN	2,588,534	07/02/2002
PALMGLOVE	2,606,329	08/13/2002
PALMPOWER	2,608,417	08/20/2002
PALM VII	2,611,088	08/27/2002
PALM COMPUTING	2,613,597	09/03/2002
SIMPLY PALM	2,619,261	09/17/2002
PALM III & DESIGN	2,637,822	10/22/2002
PALM & DESIGN	2,639,660	10/22/2002
PALM COMPUTING	2,644,888	11/05/2002
PALM	2,653,036	11/26/2002
PALMPACK (STYLIZED)	2,679,381	01/28/2003
PALM POWERED & DESIGN	2,681,093	01/28/2003
SIMPLY PALM	2,685,074	02/11/2003
PALM COMPUTING	2,710,277	04/29/2003
PALM READER	2,740,330	07/22/2003

UNITED STATES: APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>
PALMGEAR	78/078,036	08/07/2001
PALMSOURCE	78/105,313	01/28/2002
PALM	78/106,124	01/31/2002
PALMONE	78/203,544	01/15/2003
PALMONE	78/203,569	01/15/2003
PALMONE	78/203,597	01/15/2003
PALMONE	78/203,623	01/15/2003
PALMONE	78/203,631	01/15/2003
PALMONE	78/203,639	01/15/2003
PALMONE	78/203,652	01/15/2003
PALMONE	78/203,663	01/15/2003
PALMONE	78/203,676	01/15/2003
PALMONE	78/203,685	01/15/2003
PALMONE	78/203,691	01/15/2003
PALMONE	78/203,728	01/15/2003
PALMONE	78/203,740	01/15/2003