# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
New Moon Systems, Inc.		04/07/2005	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Tarantella, Inc.
Street Address:	425 Encinal Street
City:	Santa Cruz
State/Country:	CALIFORNIA
Postal Code:	95060
Entity Type:	CORPORATION: CALIFORNIA

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2215388	LIFTOFF
Registration Number:	2219453	NEW MOON
Serial Number:	75644264	APPCENTRAL
Serial Number:	75613914	CANAVERAL

# CORRESPONDENCE DATA

Fax Number: (512)394-0119

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

5123940118 Phone:

Email: john@bruckner.net Correspondent Name: John J Bruckner 5708 Back Bay Lane Address Line 1: Address Line 4: Austin, TEXAS 78739

NAME OF SUBMITTER:	John J Bruckner
Signature:	/John J Bruckner/

900023194

**TRADEMARK REEL: 003067 FRAME: 0734** 

Date:	04/17/2005
Total Attachments: 4 source=trademark assignment#page1.tif source=trademark assignment#page2.tif source=trademark assignment#page3.tif	

TRADEMARK REEL: 003067 FRAME: 0735

#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Assignment</u>"), dated as of April 7, 2005 ("<u>Effective Date</u>"), is made by and between New Moon Systems, Inc., a California corporation ("Assignor") and Tarantella, Inc., a California corporation ("<u>Assignee</u>").

WHEREAS, Assignor is a party to that certain Bill of Sale and Assignment of Assets, dated as of April 7, 2005, pursuant to which Assignor agreed to transfer and assign to Assignee al of Assignor's assets, including its intellectual property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the intellectual property identified herein and used in connection with Assignor's business.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee, as of the Effective Date, all of Assignor's right, title, and interest in and to the following intellectual property (collectively, "Intellectual Property"):
- (a) all patents and patent applications (respectively issued or filed throughout the world) related to Assignor's business and owned by Assignor, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations, continuation-in-parts and any other applications or patents that claim priority from such patents and applications, including, without limitation, any foreign applications or patents corresponding thereto and those patents and patent applications listed on Attachment 1 to the Patent Assignment attached as Exhibit A hereto, and all rights, claims and privileges pertaining thereto, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents and patent applications, and the right to sue and recover damages for past, present and future infringement of such patents;
- (b) all trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered, throughout the world, relating to Assignor's business and owned by Assignor, including, without limitation, those registrations and applications listed on Attachment 1 to the Trademark Assignment attached as Exhibit B hereto (the "Marks"), together with the goodwill of the business associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such Marks, and the right to sue and recover damages for past, present and future infringement of such Marks;
- (c) all copyrights, registered and unregistered, related to Assignor's business and owned by Assignor, and all rights, claims and privileges pertaining thereto, including, without limitation, all moral rights, the right to prosecute and maintain copyright applications and registrations for such copyrights, and the right to sue and recover damages for past, present and future infringement of such copyrights; and
- (d) all other intellectual property and other proprietary rights related to Assignor's business and owned by Assignor, including, without limitation, know-how, trade secrets, inventions (whether or not patentable), formulas, processes, invention disclosures, technology, technical data or information, domain names, software and documentation therefor, object code, source code (including all programmers' notes), procedures, methods, works of authorship, and other documentation, data and information, and all rights, claims and privileges pertaining thereto, including, without limitation, the

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right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights.

- 2. Assignor shall take all actions requested by Assignee and reasonably necessary and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Intellectual Property. Such actions shall include, without limitation, execution of the assignments attached hereto as Exhibits A and B and providing documents and information useful or necessary to prosecute any application to register any of the Marks or copyrights or to apply for a patent, maintain any of the foregoing, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property.
- 3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
NEW MOON SYSTEMS, INC.	TARANTELLA, INC.
By: Kuly	By: I will
Name: John Greeley	Name: Frank Wilde
Title:	Title:

### EXHIBIT B TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Trademark Assignment</u>") dated as of April 7, 2005 ("<u>Effective Date</u>"), is made by and between New Moon Systems, Inc., a California corporation ("Assignor") and Tarantella, Inc., a California corporation ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into an Assignment of Intellectual Property, executed on even date herewith, pursuant to which Assignor has agreed to assign to Assignee the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Assignment of Intellectual Property, the parties agree as follows:

#### 1. Marks.

"Marks" shall mean the trade names, trademarks, service marks, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats which are the subject of the registrations and pending applications identified in Attachment 1 hereto.

## 2. Assignment.

Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR: NEW MOON SYSTEMS, INC.  By: Name: John Greeley Title:	ASSIGNEE: TARANTELLA, INC.  By: Colle Name: Frank Wikle Title:
On the 7 day of APRIL, 20 5 before me personally appeared  TOHN M. CIRECEY  ("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.	On the Aday of APRIC, 20 05 before me personally appeared  FRANCS WILL ("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.
My Commission expires:  [Seal]  SHANNON CORREA  Commission # 1501212  Notary Public - California Santa Cruz County My Comm. Expires Jul 16, 2008  B-1	NOTARY PUBLIC My Commission expires:  [Seal]  SHANNON CORREA Commission # 1501212 Notary Public - California Santa Cruz County My Comm. Expires Jul 16, 2008

TRADEMARK REEL: 003067 FRAME: 0738

#### **ATTACHMENT 1**

#### **TRADEMARKS**

# **Trademarks**

APPCENTRAL – E.U. Registration No. 1263995 APPCENTRAL – Japan Registration No. 4468046 APPLICATION CENTRAL – E.U. Registration No. 1263409 CANAVERAL – E.U. Registration No. 1070747 CANAVERAL – Japan Registration No. 4390275 LIFTOFF – U.S. Registration No. 2,215,388 LIFTOFF – E.U. Registration No. 622704 LIFTOFF – Japan Registration No. 4360639 NEWMOON – U.S. Registration No. 2,219,453 NEWMOON – E.U. Registration No. 621193 NEWMOON.COM – Japan Registration No. 4468103

# Trademark Applications

APPCENTRAL – U.S. Application Serial No. 75/644,264 CANAVERAL – U.S. Application Serial No. 75/613, 914

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**RECORDED: 04/17/2005**