

Form PTO-1594 (Rev. 06-04)
OMB No. 0651-0027 (exp. 6/30/2005)
TO Fax No. (703) 306-5995

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Attorney Docket No. 16433-272US

Recordation Form Cover Sheet TRADEMARKS ONLY

To the Director of the U.S. Patents and Trademarks. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Webgain Canada Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Canada
 Other _____
 Citizenship (see guidelines) _____
 Execution Date(s) February 17, 2005
 Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Oracle International Corporation
 Internal Address: _____
 Street Address: 500 Oracle Parkway
 City: Redwood City
 State: California
 Country: U.S.A. Zip: 94065

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2,213,913

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): TOPLINK

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

Name: John A. Hughes, Esq.
 Internal Address: 8th Floor
 Street Address: Two Embarcadero Center
 City: San Francisco
 State: California Zip: 94111-3834
 Phone Number: (415) 576-0200
 Fax Number: (415) 576-0300
 Email Address: jah@townsend.com

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00 per Application/Registration No.
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number 20-1430
 Authorized User Name Townsend and Townsend and Crew LLP

9. Signature: _____ Date: 4/7/05

Signature
John A. Hughes
Names of Person Signing

Total number of pages including cover sheet, attachments and document: 3

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TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature hereinbelow, but shall be effective as of June 1, 2002. The assignment made by this instrument is from Webgain Canada Inc., a Canada corporation whose principal place of business is 500 Oracle Parkway, Redwood City, California 94065 (hereinafter "Assignor"), to Oracle International Corporation, a California Corporation whose principal place of business is 500 Oracle Parkway, Redwood City, California 94065 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the mark **TOPLINK®** (including rights in all such trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress, if any, - collectively, "the Mark"), and all applications and registrations therefor worldwide, including but not limited to the United States registration therefor, Reg. No. 2,213,913, and

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Mark, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Mark"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Mark (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark (as defined hereinabove), concurrent with the transfer to Assignee of all of the business to which the Mark pertains. This assignment of all claims for damages by reason of past infringement(s) of the Mark, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Mark may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Mark, now and in the future.

The undersigned officer of Assignor represents that she/he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

WEBGAIN CANADA, INC.
ASSIGNOR

Dated: FEBRUARY 17, 2005

By: *Daniel Cooperman*
Name: DANIEL COOPERMAN
Title: PRESIDENT

OK
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