

10-12-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/20)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDS

R 103320587  
**TRADEMARKS ONLY**

2006 OCT 10 PM 4:28

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

FINANCE SECTION

**1. Name of conveying party(ies):**

PADL SOFTWARE PTY. LTD.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: AUSTRALIA
- Other

Citizenship (see guidelines) AUSTRALIA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: NOVELL, INC.

Internal Address: PRV-H-544

Street Address: 1800 SOUTH NOVELL PLACE

City: PROVO

State: UTAH

Country: U.S.A. Zip: 84606-6194

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship DELAWARE

Other Citizenship

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

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) SEPTEMBER 21, 2006

- 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)

78/211299

B. Trademark Registration No.(s)

2,916,024

Additional sheet(s) attached?  Yes  No

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

XAD

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

Name: SUE GOODWILL, PARALEGAL

Internal Address: PRV-H-544

NOVELL, INC.

Street Address: 1800 SOUTH NOVELL PLACE

City: PROVO

State: UTAH Zip: 84606-6194

Phone Number: 801-861-6877

Fax Number: 801-861-6893

Email Address: SGOODWILL@NOVELL.COM

**6. Total number of applications and registrations involved:**

ONE (1)

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 141441 Expiration Date 10/00/135 141441

b. Deposit Account Number 141441

Authorized User Name SUSAN GOODWILL C/O NOVELL, INC.

9. Signature: Susan Goodwill

Signature

OCTOBER 4, 2006

Date

SUSAN GOODWILL, PARALEGAL FOR NOVELL, INC.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/11/2006 11:41:41  
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**TRADEMARK ASSIGNMENT**

WHEREAS, PADL Software Pty. Ltd., a corporation incorporated in the country of Australia, having a business address of 6 Glenferrie Road, Suite 6, Malvern 3144, Australia (Post Office Box 59, Central Park, Victoria 3145, Australia) (hereinafter "Assignor") has used the trademark XAD (hereinafter referred to as "the said mark"), registered in the United States Patent and Trademark Office as set forth on the attached Schedule A; and

WHEREAS, Novell, Inc., a corporation incorporated in the state of Delaware, having a business address of 1800 South Novell Place, Provo, Utah 84606-6194, U.S.A. (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark and registration, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and registration, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.


In witness whereof, Assignor has executed this Trademark Assignment effective as of May 15, 2006 (the date of the Asset Purchase Agreement entered into between Luke Howard and Novell, Inc.).

Dated: 21<sup>st</sup> September 2006 Assignor: PADL SOFTWARE PTY. LTD.

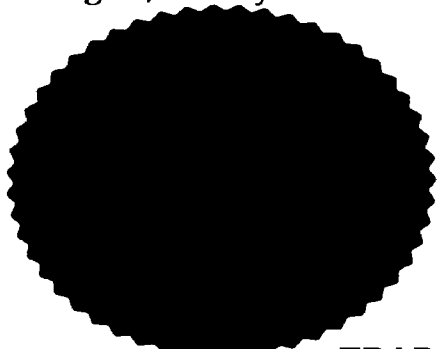
  
\_\_\_\_\_  
Luke Howard  
Managing Director

State of Victoria )  
 : ss.  
Commonwealth of Australia )

Subscribed and sworn to before me this 21<sup>st</sup> day of September, 2006 by Luke Howard.

  
\_\_\_\_\_  
Notary Public

**CHARLES BERNARD GORE BRETT  
NOTARY PUBLIC  
LEVEL 1, 12 COLLINS STREET  
MELBOURNE VIC  
AUSTRALIA**



**SCHEDULE "A" TO TRADEMARK ASSIGNMENT**

**MARK:** XAD  
**CLASS:** 9  
**REGISTRATION NUMBER:** 2,916,024  
**REGISTRATION DATE:** JANUARY 4, 2005  
**REGISTRANT:** PADL SOFTWARE PTY. LTD.