# 787598

# CH \$165.0

## 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
PlateSpin Ltd.		07/09/2008	CORPORATION: CANADA

#### **RECEIVING PARTY DATA**

Name:	Novell, Inc.
Street Address:	1800 South Novell Place
Internal Address:	PRV-H-544
City:	Provo
State/Country:	UTAH
Postal Code:	84606-6194
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	2875980	PLATESPIN	
Registration Number:	3094382	POWERCONVERT	
Serial Number:	77340070	PLATESPIN FORGE	
Serial Number:	78534347	POWERRECON	
Serial Number:	77040532	POWERRECOVER	
Serial Number:	77287025	SHADOWSERVER	

#### **CORRESPONDENCE DATA**

Fax Number: (801)861-6893

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

Phone: 801-861-6877

Email: pmcbride@novell.com

Correspondent Name: Novell, Inc.

Address Line 1: 1800 South Novell Place

Address Line 2: PRV-H-544

Address Line 4: Provo, UTAH 84606-6194

TRADEMARK

900110909 REEL: 003812 FRAME: 0844

ATTORNEY DOCKET NUMBER:	PLATESPIN TM ASSIGNMENT		
NAME OF SUBMITTER:	Ryan L. Richards		
Signature:	/rarotonga/		
Date:	07/09/2008		
Total Attachments: 3 source=TrademarkAssignmentPlateSpinLtd#page1.tif source=TrademarkAssignmentPlateSpinLtd#page2.tif source=TrademarkAssignmentPlateSpinLtd#page3.tif			

TRADEMARK REEL: 003812 FRAME: 0845

#### TRADEMARK ASSIGNMENT

WHEREAS, PLATESPIN LTD., a Canada corporation having an address of 334 King Street East, Toronto, Ontario, Canada M5A 1K8 ("Assignor"), is desirous of selling, assigning and transferring to NOVELL, INC., a corporation of the State of Delaware having an address of 1800 South Novell Place, Provo, Utah 84606-6194, United States of America ("Assignee"), all of its right, title and interest in and to the trademarks and the trademark registrations listed in the attached Schedule "A" (collectively the "Marks") and that portion of the business that pertains to the Marks in the United States and all other countries of the world;

**AND WHEREAS**, the Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Marks and that portion of the business that pertains to the Marks in the United States and all other countries of the world;

NOW THEREFORE in consideration of the sum of One Dollar, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor represents and warrants that he is the sole owner of the Marks and confirms that he has sold, assigned and transferred, and by these presents, does sell, assign and transfer unto Assignee, its goodwill of any and all business carried on in association with the Marks, whether by it or by any predecessor in interest, and in and to all income, royalties, damages, and payment now or hereafter due or payable with respect thereto and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned herein, the same to be held by Assignee, as fully and effectually as it would have been held by Assignor had this assignment and sale not taken place.

**FURTHER,** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark office or agency of all foreign countries, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

**FURTHER,** Assignor hereby covenants, agrees and undertakes to execute all confirmatory assignments, lawful oaths, and any other papers which Assignee may reasonably deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Marks hereby assigned, all without further compensation to Assignor. Assignee is responsible for all costs associated with maintenance of the Marks, including but not limited to the recordation of title changes.

TRADEMARK REEL: 003812 FRAME: 0846 EXECUTED at Provo, Utah, United States of America, this 09<sup>th</sup> day of July, 2008.

PLATESPIN LTD.

Dated: July 09, 2008

Patrick McBride, Counsel

#### **ACKNOWLEDGEMENT**

State of Utah ) : ss.
County of Utah )

On this the 09<sup>th</sup> day of July, 2008, personally appeared before me Patrick McBride, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is Counsel of PlateSpin Ltd. and that the said document was signed by him on behalf of said corporation, and acknowledged to me that said corporation executed the same voluntarily for its state purpose.

Jami Day, Notary Public

JAMI DAY

NOTATY PUBLIC-STATE OF UTAH
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606
COMM. EXP. 3-22-2011

### SCHEDULE "A"

TRADEMARK	STATUS	APPLICATION	FILING	REGISTRATION	REGISTRATION
		NO.	DATE	NUMBER	DATE
PlateSpin	Registered	76/244103	2001-	2,875,980	2004-08-24
			04-20		
PlateSpin Forge	Filed	77/340070	2007-		
			11-29		
PowerConvert	Registered	78/556790	2005-	3,094,382	2006-05-16
	_		01-31		
PowerRecon	Filed	78/534347	2004-		
			12-17		
PowerRecover	Suspended	77/040532	2006-		
			11-09		
ShadowServer	Filed	77/287025	2007-		
			09-24		

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**RECORDED: 07/09/2008** 

TRADEMARK REEL: 003812 FRAME: 0848