

RE 6/1/09

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28)

06-02-2009

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



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To the Director of the U. S. Patent a

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Documents or the new address(es) below.

1. Name of conveying party(ies):

DataPod Ltd. BEINSYNC LTD.
23 Menahem Begin Rd. 23 Menahem Begin Rd.
Tel-Aviv, 66184 Tel-Aviv, 66184 ISRAEL
Israel

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

Citizenship (see guidelines) Israel

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 26, 2008

- Assignment
- Security Agreement
- Other Share Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Phoenix Technologies Ltd.

Internal Address: _____

Street Address: 915 Murphy Ranch Road

City: Milpitas

State: CA

Country: U.S.A. Zip: 95035

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Corporation of 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)

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)
3,147,551

Additional sheet(s) attached? Yes No

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

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

Name: Kimberley G. Nobles

Internal Address: Crowell & Moring LLP

Intellectual Property Group

Street Address: P. O. Box 14300

City: Washington

State: D.C. Zip: 20044-4300

Phone Number: (949) 263-8400

Fax Number: (202) 628-5116

Email Address: knobles@crowell.com

6. Total number of applications and registrations involved:

1

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 05-1323

Authorized User Name Crowell & Moring LLP

9. Signature:

Kimberley G. Nobles

Name of Person Signing

May 27, 2009

Date

Total number of pages including cover sheet, attachments, and document: 7

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

4/6/09

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TI

04-07-2009



To the Director of the U. S. Patent and Trademark Office

or the new address(es) below.

1. Name of conveying party(ies):
 DataPod Ltd. BEINSYNC LTD.
 23 Menahem Begin Rd. 23 Menahem Begin Rd.
 Tel-Aviv, 66184 Tel-Aviv, 66184 ISRAEL
 Israel

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

Citizenship (see guidelines) Israel

Additional names of conveying parties attached? Yes No

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receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Phoenix Technologies Ltd.
 Internal Address: _____
 Street Address: 915 Murphy Ranch Road
 City: Milpitas
 State: CA
 Country: U.S.A. Zip: 95035

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

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 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :
 Execution Date(s) March 26, 2008

Assignment Merger
 Security Agreement Change of Name
 Other Share Purchase Agreement

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) 3,147,551

Additional sheet(s) attached? Yes No

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

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Kimberley G. Nobles
 Internal Address: Crowell & Moring LLP
Intellectual Property Group
 Street Address: P. O. Box 14300
 City: Washington
 State: D.C. Zip: 20044-4300
 Phone Number: (949) 263-8400
 Fax Number: (202) 628-5116
 Email Address: knobles@crowell.com

6. Total number of applications and registrations involved: 1

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

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number 05-1323
 Authorized User Name Crowell & Moring LLP

9. Signature: March 31, 2009
 Signature Date
Kimberley G. Nobles
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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EXHIBIT A

EXECUTION COPY

SHARE PURCHASE AGREEMENT

by and among

Phoenix Technologies Ltd.

BeInSync Ltd.

The Shareholders of BeInSync Ltd.

and

The Representative Named Herein

Effective as of March 26, 2008

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of March 26, 2008 (the "**Agreement Date**") by and among Phoenix Technologies Ltd., a Delaware corporation ("**Buyer**"), BeInSync Ltd., a company incorporated under the laws of the State of Israel (the "**Company**"), each holder of Company Shares (as defined below) identified on Exhibit A attached hereto (each an "**Executing Shareholder**" and collectively, the "**Executing Shareholders**"), and Tal Barnoach, as Representative with respect to the provisions hereof which specifically refer to such Representative (the "**Representative**"). Each of Company, Buyer and Executing Shareholders shall be known herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The parties intend that, subject to the terms and conditions hereinafter set forth, Buyer shall purchase from the Shareholders (as defined below) and the Shareholders shall sell to Buyer all of the issued and outstanding share capital of the Company (the "**Share Purchase**") on the terms and subject to the conditions set forth in this Agreement.