

TRADEMARK ASSIGNMENT

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
TROLLTECH ASA		09/27/2008	Public Limited Company: NORWAY
RECEIVING PARTY DATA			
Name:	Nokia Corporation		
Street Address:	Keilalahdentie 4		
City:	FI-02150 Espoo		
State/Country:	FINLAND		
Entity Type:	CORPORATION: FINLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2617160	QT	
Registration Number:	2773104	QTOPIA	
CORRESPONDENCE DATA			
Fax Number:	(212)687-2329		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.338.3529		
Email:	ptomailnewyork@foley.com, spippin@foley.com		
Correspondent Name:	Karin Segall/Foley & Lardner LLP		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	092955-3325		
DOMESTIC REPRESENTATIVE			
Name:	Robert S. Weisbein and Karin Segall		
Address Line 1:	90 Park Avenue		
Address Line 2:	Foley & Lardner LLP		

OP \$65.00 2617160

900136314

**TRADEMARK
 REEL: 004005 FRAME: 0328**

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:

Karin Segall

Signature:

/karin segall/

Date:

06/15/2009

Total Attachments: 12

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") made as of 27 September, 2008 at 12:00 CET (the "Effective Date"), by TROLLTECH ASA, a company registered in Norway with registered offices at Sandakerveien 116, NO-0484 Oslo, Norway ("Assignor") and Nokia Corporation, a company registered in Finland with registered offices at Keilalahdentie 2-4, 02150 Espoo, Finland ("Assignee").

RECITALS:

WHEREAS, the Assignor is indirectly a wholly-owned subsidiary of the Assignee;

WHEREAS, the Assignor and the Assignee desire to enter into this Agreement to transfer and assign the "Transferred Assets" (as defined below); and

WHEREAS, in connection with entering into this Agreement, the Assignor desires to transfer the Transferred Assets to the Assignee with effect from the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Transfer and Assignment. The Assignor hereby transfers, sells, assigns, grants and conveys (the "Transfer") to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to any and all assets specified in Annex 1 attached hereto (with the exception of those assets specifically excluded) as well as any customer contracts, the deferred revenue items related to such customer contracts, and customer and vendor lists (collectively the "Transferred Assets").

The right, title and interest to the Transferred Assets shall transfer to the Assignee on the Effective Date.

2. Grant Back License. If the Assignor whether by reason of its contractual obligations towards third parties or for its own operations, or otherwise, needs a license to use the Transferred Assets, the Assignee hereby grants a non-exclusive, royalty-free license to use the applicable Transferred Assets in the manner and to the extent necessary for Assignor to fulfill its obligations.

3. Purchase Price. The aggregate purchase price for the Transferred Assets will be the fair value of the Transferred Assets as of the Effective Date, as agreed by the Assignor and Assignee on or following the Effective Date (the "Purchase Price"). The Assignee shall pay the Purchase Price upon demand by the Assignor. Pending such payment, interest shall not accrue on the Purchase Price.

4. Acceptance. The Assignee hereby accepts the transfer and assignment of the Transferred Assets.

5. Liabilities. The Assignee shall not be obligated to assume, nor does it assume pursuant hereto, any liability or obligation of the Assignor relating to the Transferred Assets, which liabilities and obligations remain the obligations of and are retained by the Assignor. The Assignor agrees to, and hereby covenants to the Assignee that it will when due, satisfy all of its liabilities or obligations.

6. Third Party Consents. In the event that the Assignor has not obtained any required consent or approval in connection with any contract, lease, license, commitment, purchase or sale order or any other agreement included in the Transferred Assets (collectively, the "Transferred Agreements"):

(a) the Assignor and the Assignee shall cooperate and use commercially reasonable efforts during the term of such Transferred Agreement to provide the economic and operational equivalent of an assignment and assumption of such Transferred Agreement as provided herein; and

(b) the Assignor shall (until such consent or approval shall have been obtained or inability remedied) hold such Transferred Assets upon trust for and for the benefit of the Assignee absolutely.

7. Power of Attorney. The Assignor hereby constitutes and appoints the Assignee and its successors and assigns, the true and lawful attorney of the Assignor with full power of substitution, in the name of the Assignee or in the name of the Assignor, on behalf of and for the benefit of the Assignee, where appropriate, (a) to collect all accounts and notes receivable being sold, transferred, conveyed and assigned to the Assignee as provided in this Agreement, (b) to endorse all recordation, registrations and certificates of title with respect to all properties that constitute Transferred Assets for the purpose of transferring such recordation, registrations and certificates to the Assignee and (c) to endorse, without recourse, all checks, notes and other instruments and documents constituting or relating to the Transferred Assets. The foregoing powers are coupled with an interest and shall be irrevocable by the Assignor, directly or indirectly, whether by the dissolution of the Assignor or in any manner or for any reason.

8. Further Assurances. The Assignor shall pay or deliver to the Assignee promptly any amounts or items which shall be received by it after the date hereof which constitute Transferred Assets. The Assignor shall, at its expense, at any time and from time to time after the date hereof, upon the reasonable request of the Assignee, do, execute, acknowledge, deliver and file, or cause to be done, executed, acknowledged, delivered or filed, all such further acts, transfers, conveyances, assignments or assurances as may reasonably be requested for better selling, transferring, assigning, conveying and assuring to the Assignee, or for aiding and assisting in the collection of or reducing to possession by the Assignee, any of the Transferred Assets.

9. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, legal representatives and assigns.

10. Amendment. No amendment to this Agreement shall be binding on either of the parties to this Agreement unless such amendment is in writing and executed by both parties hereto.

11. Waiver. No failure to exercise and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right, power or privilege. No single or partial exercise of any right, power or privilege granted under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

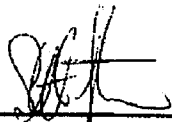
12. VAT. The Transfer is VAT exempt, however the Assignor shall notify the relevant VAT authority about the Transfer and the value of assets transferred and other information as required under applicable regulations and shall also issue a VAT invoice to the Assignee with the text: "overdragelse av virksomhet i henhold merverdiavgiftsloven § 16 første ledd nr 6."

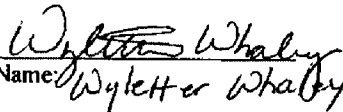
13. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of Norway and the parties agree to submit to the non exclusive jurisdiction of the Norwegian Courts as regards any claim or matter arising in relation to this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

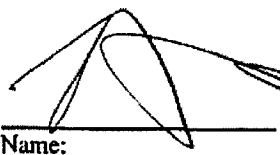
IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption Agreement has been executed as of the day and year first above written.

ASSIGNOR:

By: 
Name: SEBASTIAAN M. SIJM
Title: VP, QT Software

By: 
Name: Wylter Whaley
Title: Director

ASSIGNEE:

By: 
Name:
Title: **Karim Tähtivuori**
Senior Legal Counsel

By: 
Name:
Title: **Esa Niinimäki**
Corporate Legal Counsel

Annex I

TRANSFERRED ASSETS

IPR to be transferred

Qt

- Copyright
- Trademark (unregistered)

OSA

- Copyright
- Trademark (unregistered)

Qt Solutions

- Copyright

Qt/Embedded

- Copyright

Teambuilder

- Copyright

Patents:

- U.S. Patent Application number 11/820,783
- U.S. Patent Application number 11/820,457
- U.S. Patent Application number 11/820,333
- U.S. Patent Application number 11/820,453
- U.S. Patent Application number 11/820,301
- U.S. Patent Application number 11/820,456
- U.S. Patent Application number 11/820,409

Registered Trademarks:

A. Trolltech Word Mark

Country	Class 42 Registration Date	Expiration Date	Comments / Registration Numbers
Australia	March 30, 2001	March 30, 2011	Reg. No. 871120
Canada	March 17, 2003	March 17, 2008	Reg. No. 577,520
European Union	October 9, 2002	March 21, 2011	Reg. No. 002142586
Japan	September 20, 2002	September 20, 2012	Reg. No. 4605090
China	September 28, 2002	September 27, 2012	Reg. No. 1956549

New Zealand	Registered on February 5, 2002 with effect from March 29, 2001	March 29, 2008	Reg. No 635019
Norway	September 21, 2001	September 21, 2011	Earliest renewal September 21, 2010, latest March 21, 2011 (Reg. No. 210699)
South Korea	September 2, 2003	September 2, 2013	Reg. No. 90164
Taiwan	Classes 9 + 42: June 16, 2007	June 15, 2017	Reg. no. 1267972
United States	Servicemark May 14, 2002	File for renewal after 9 th year, but before May 14, 2012	Reg. No. 2570135

B. Trolltech Logo

Country	Class 9 Reg. Date	Expiration Date	Class 42 Reg. Date	Expiration Date	Comments / Registration Numbers
Australia	Application		Application		
Canada	August 14, 2006	August 14, 2021	August 14, 2006	August 14, 2021	Reg. No. TMA669770
European Union	September 11, 2006	August 6, 2014	September 11, 2006	August 6, 2014	Reg. No. 00396359
China	December 16, 2005	December 15, 2015	December 16, 2005	December 15, 2015	Trolltech logo with Chinese characters underneath - 5022321
New Zealand	July 2, 2004	July 2, 2014	July 2, 2004	July 2, 2014	Reg. No. 716768
Norway	August 31, 2005	August 31, 2015	August 31, 2005	August 31, 2015	Reg. No. 227933
South Korea	July 24, 2006	July 24, 2016	July 24, 2006	July 24, 2016	Reg. No. 16865
Taiwan	December 16, 2005	December 15, 2015	December 16, 2005	December 15, 2015	Reg. No. 1188151

C. Qt Word Mark

Country	Class 9 Reg. Date	Expiration Date	Comments / Registration Numbers
Australia	Rejected		No possible as a trademark must contain more than two letters/symbols.

			Nothing since May 3, 2001. Advised to wait 5 years and reapply
Canada	May 24, 2006 effective from April 19, 2001	May 24, 2021	Reg. No. 1,100,212
China	Rejected		September 20, 2001
European Union	October 9, 2002	March 21, 2011	Reg. No. 2139780
Japan	Rejected		November 5, 2002
New Zealand	Rejected		April 20, 2001; See Australia comment above
Norway	August 6, 2007 (Old reg: November 16, 2000)	August 6, 2017 (Old reg: November 16, 2010)	Reg. No 240166 – class 9 and 42 (Old reg. No. 205573)
South Korea	Rejected		Confusion with a similar mark; QT, Inc. Elk Grove no. 427347
Taiwan	Application November 21, 2006		App. No. 095058388
United States	September 10, 2002	September 10, 2012	Stylized mark; File affidavit/declaration between Sept. 10, 2007 and Sept. 10, 2008; renew between Sept. 9, 2011 and Sept. 10, 2012; Reg. No. 2,617,160



D. Qt Logo

Country	Class 9	Expiration Date	Class 42	Expiration Date	Comments / Registration Numbers
Australia	May 18, 2001	May 18, 2011	May 18, 2001	May 18, 2011	Reg. No. 876320
Canada			November 4, 2005 effective April 19, 2005	November 4, 2020	Unclear if class 9 or class 42
European Union			October 18, 2002	March 21, 2011	Reg. No. 2140226
Japan	August 29, 2003	August 29, 2013	October 18, 2002	October 18, 2012	Class 9 Reg. No. 4704194; Class 42 4613123
China	February	February 6,	September	September	Class 9 Reg. No

	7, 2003	2013	28, 2002	27, 2012	1983025; Class 42 Reg. No. 1956550
New Zealand	May 30, 2002	November 26, 2008	March 29, 2001	March 29, 2008	Class 9 Reg. No. 649237; Class 42 Reg. No. 635017
Norway			September 27, 2001	September 27, 2011	Reg. No. 210698
South Korea	June 30, 2004	June 30, 2014	April 22, 2003	April 22, 2013	Class 9 Reg. No. 0586295; Class 42 Reg. No. 85620
Taiwan	December 1, 2003	November 30, 2013	December 1, 2003	November 30, 2013	Class 9 Reg. No. 01068752 ; Class 42, Reg. No. 00192126
United States	Class 35 (not 9): April 29, 2003	Class 35 (not 9): April 29, 2013	April 29, 2003	April 29, 2013	File affidavit/declaration between Apr. 29, 2008 and Apr. 29, 2009; renew between Apr. 29, 2012 and Apr. 29, 2013; Class 35 Reg. No. 2,710,566

E. Qtopia Word Mark

Country	Class 9	Expiration Date	Class 42	Expiration Date	Comments / Registration Numbers
Australia	July 8, 2002	December 27, 2011	July 8, 2002	December 27, 2011	Reg. No. 898211
Canada	January 17, 2005	January 17, 2020	January 17, 2005	January 17, 2020	Reg. No. 1128298
European Union	August 7, 2003	December 27, 2011	August 7, 2003	December 27, 2011	Reg. No. 2517571
Japan	July 18, 2003	July 18, 2013	July 18, 2003	July 18, 2013	Reg. No. 4693549
China	14 May 2008	13 May 2018	Application		Reg. No. 3429415
New Zealand	December 9, 2002 effective December 21, 2001	December 21, 2008	March 3, 2003 effective December 21, 2001	December 21, 2008	Reg. No. Class 42: 650482; Reg. No. Class 9: 650481
Norway	October 24, 2002	October 24, 2012	October 24, 2002	October 24, 2012	Reg. No. 216264
South Korea	November	November	November 28,	November	Reg. No.

	28, 2003	28, 2013	2003	28, 2013	0008771
Switzerland	January 18, 2002	January 18, 2012	January 18, 2002	January 18, 2012	Reg. No. 497289
Taiwan	16 July 2007	15 July 2017			Reg. no. 1271799
United States	October 14, 2003	October 14, 2013	October 14, 2003	October 14, 2013	Trademark and Service Mark; Reg. No 2,773,104

F. Qtopia Logo

Country	Class 9	Expiration Date	Class 42	Expiration Date	Comments / Registration Numbers
Canada	August 14, 2006	August 14, 2021	August 14, 2006	August 14, 2021	Reg. No. TMA669,818
European Union	March 29, 2006	August 6, 2014	March 29, 2006	August 6, 2014	Reg. No. 003963667
New Zealand	July 2, 2004	July 2, 2014	July 2, 2004	July 2, 2014	Reg. No. 716767
Norway	August 26, 2005	August 26, 2015	August 26, 2005	August 26, 2015	Reg. No. 227863
South Korea	February 21, 2006	February 21, 2016	February 21, 2006	February 21, 2016	Reg. No. 15270
Taiwan	December 16, 2005	December 15, 2015	December 16, 2005	December 15, 2015	Reg. No. 1188152

G. Greenphone

Country	Class 9	Expiration Date	Class 42	Expiration Date	Comments / Registration Numbers
Australia	October 25, 2007	October 25, 2017	October 25, 2007	October 25, 2017	Madrid protocol Reg. No. 920160
Canada	Application January 18, 2007		Application January 18, 2007		App. No. 1331758
EU	January 2, 2007	January 2, 2017	January 2, 2007	January 2, 2017	Madrid protocol Reg. No. 920160
India	Application January 12, 2007		Application January 12, 2007		App. No 1523499

Japan	--	--	--	--	7/3-08: Withdrawn by Trolltech because of prior trademarks in Japan and because Greenphone is no longer a product
New Zealand	4 August 2006	4 August 2016	Application January 5, 2007		Reg. No. 761602
Norway	Registration January 25, 2007	January 25, 2017	Registration January 25, 2007	January 25, 2017	Reg. No. 237481
Singapore	January 2, 2007	January 2, 2017	January 2, 2007	January 2, 2017	Madrid protocol Reg. No. 920160
South Korea	January 2, 2007	January 2, 2017	January 2, 2007	January 2, 2017	Madrid protocol Reg. No. 920160 (Korea protection granted May 28, 2008)
Switzerland	January 2, 2007	January 2, 2017	January 2, 2007	January 2, 2017	Madrid protocol Reg. No. 920160
Taiwan	Application January 8, 2007		Application January 8, 2007		App. No. 096001119
United States	January 2, 2007	January 2, 2017	January 2, 2007	January 2, 2017	Madrid protocol Reg. No. 920160

H. Bluetopia

Country	Class 9	Expiration Date	Class 42	Expiration Date	Comments
European	December 17,	October 11,	December 17,	October 11,	002408656

Union	2003	2011	2003	2011	
Japan	July 18, 2003	July 18, 2013	July 18, 2003	July 18, 2013	4693546
Norway	September 5, 2002	September 5, 2012	September 5, 2002	September 5, 2012	215655

I. OTHER

NAME	COUNTRY	FILING DATE	CLASSES	Expiration Date	Comments
FONLINK,	USA	May 31, 2006	Class 9, US classes 021 023 026 036 038.		78/897,579
FONCONTACT	USA	May 31, 2006	Class 9, US classes 021 023 026 036 038.		78/897,574
FONTALK	USA	May 31, 2006	Class 9, US classes 021 023 026 036 038.		78/897,569
FONCAST	USA	May 31, 2006	Class 9, US classes 021 023 026 036 038.		78/897,552
FONAV	USA	May 31, 2006	Class 9, US classes 021 023 026 036 038.		78/897,543
CITYFON	USA	December 4, 2006	Class 9, US classes 021 023 026 036 038.		77/056,174

Domains:

qtopia.com.cn
trolltech.com.cn
trolltech.co.il
trolltech.co.uk
trolltech.de
trolltech.dk
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trolltek.com	www.easydns.com

IPR not to be transferred

Qt Extended (formerly known as Qtopia)

- Copyright
- Unregistered trademark

Domains:

Qtextended.com
Qtextended.org

Foundation Memberships