# ICH \$40,00

# 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
EMC Corporation		10/05/2009	CORPORATION: MASSACHUSETTS

# **RECEIVING PARTY DATA**

Name:	Objectiva Software Solutions, Inc.	
Street Address:	5958 Priestly Drive	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92008	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2666687	OBJECTIVA

# **CORRESPONDENCE DATA**

Fax Number: (508)293-7189

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

Phone: 508-293-7835

Email: ouellette\_scott@emc.com

Correspondent Name: Scott A. Ouellette
Address Line 1: 176 South Street
Address Line 2: Legal Department

Address Line 4: Hopkinton, MASSACHUSETTS 01748

NAME OF SUBMITTER:	Scott A. Ouellette
Signature:	/Scott A. Ouellette/
Date:	10/05/2009

TRADEMARK REEL: 004073 FRAME: 0461

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Total Attachments: 1

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### TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of <u>OCTOBER 5, 2009</u> from EMC Corporation("ASSIGNOR"), 176 South Street, Hopkinton, MA 01748 to Objectiva Software Solutions, Inc. ("ASSIGNEE"), 5958 Priestly Drive, Carlsbad, CA 92008:

WHEREAS, ASSIGNOR is the owner of the trademark "OBJECTIVA" (the "Mark"), US Serial No. 78/113,749, Filing Date March 9, 2002, US Trademark Registration No. 2,666,687, Registration Date December 24, 2002, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used (the "Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business relating to the Products in respect upon which the Mark is used and for which it is registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark: and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing , completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

IN WITNESS WHEREOF, ASSIGNOR has duty executed under seal and delivered this Assignment, as of the day and year first above written.

DATE: OCTOBER 5, 2009

**RECORDED: 10/05/2009** 

Paul T. Dacier

Executive Vice President and General Counsel

TRADEMARK REEL: 004073 FRAME: 0463