

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/27/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagleware Corporation		05/29/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Agilent Technologies, Inc.		
Street Address:	5301 Stevens Creek Blvd.		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3092743	SYSTEMVUE	
CORRESPONDENCE DATA			
Fax Number:	3034732720		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303 473-2700		
Email:	shavlick@hollandhart.com		
Correspondent Name:	Scott S. Havlick		
Address Line 1:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	77388 SYSTEMVUE		
NAME OF SUBMITTER:	Scott S. Havlick		
Signature:	/Scott Havlick/		

OP \$40.00 3092743

Date:

06/12/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of May 22, 2012 by and between Agilent Technologies, Inc., a Delaware corporation ("Agilent"), and Eagleware Corporation, a Georgia corporation ("Eagleware"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in Article 1 of that certain Asset Purchase Agreement effective as of July 27, 2005 (the "APA") by and between Agilent and Eagleware.

RECITALS

WHEREAS, pursuant to the APA, Eagleware agreed to assign and did cause to be assigned to Agilent all of Eagleware's right, title, and interest in and to certain intellectual property;

WHEREAS, following execution of the APA, Eagleware underwent corporate dissolution;

WHEREAS, the APA and assignments thereunder were executed on behalf of Eagleware by Todd Cutler, who was President and Chief Executive Officer of Eagleware Corporation and, as of the date of this Agreement, is Operation Manager of EEs of EDA Division of Agilent Technologies, Inc.;

WHEREAS, at present, the parties are unable to locate the original and fully executed assignments under the APA; and

WHEREAS, neither party disputes that assignment by Eagleware to Agilent was fully effected in accordance with the APA; thus, by this *nunc pro tunc* Agreement, each party hereby intends to (a) confirm and memorialize the intellectual property assignments accomplished in accordance with the APA; and (b) confirm that the effective date of each such assignment by Eagleware to Agilent is July 27, 2005.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration (including as recited in the APA), the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 "Assigned Copyrights" means: (a) any and all rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 et. seq.; (b) all registrations for and applications to register the foregoing anywhere in the world, including those identified in Schedule A attached hereto; (c) all renewals and extensions thereof; (d) all foreign counterparts and analogous rights anywhere in the world; and (e) all rights in and to any of the foregoing.

1.2 "Assigned Intellectual Property" has the meaning set forth in Section 2.1 (Assigned Intellectual Property).

1.3 "Assigned Trademarks" means: (a) words, names, symbols, devices, designs, discoveries, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, that are subject to the assignments by Eagleware to Agilent under the APA, including, without limitation, all trademarks, service marks, trade names, logos, designs, trade dress, URLs, and domain names, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise), and further

including those identified in Schedule A attached hereto; (b) all registrations and applications to register the foregoing anywhere in the world; (c) all rights in and to any of the foregoing; (d) all goodwill in and associated with and any all of the foregoing.

1.4 "Assignment Date" shall be July 27, 2005, the effective date of the APA and the effective date of assignment of Intellectual Property under the APA.

1.5 "Intellectual Property" shall have the meaning set forth in Section 4.14(a) of the APA, and shall further include all Intellectual Property Rights and Seller Intellectual Property, as also defined in Section 4.14(a) of the APA, all Technology and Web Content, as defined in Section 1.1(aaaa) of the APA, and any and all other proprietary rights relating to intangible property anywhere in the world that are subject to assignment by Eagleware to Agilent pursuant to the APA, and all registrations, certificates, filings, applications, and other documents issued by, filed with, or recorded by any governmental or quasi-governmental agency or non-governmental registrar (whether provisional, supplemental, or otherwise), anywhere in the world.

1.6 "Software" means computer programs, whether embodied in software, firmware or otherwise, including, software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion) including any and all: (a) media on which any of the foregoing is recorded; (b) forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form), including the software identified in Schedule A attached hereto; and (c) translation, ported versions and modifications of any of the foregoing.

1.7 "Technology" means any and all technical information, Software, specifications, drawings, records, documentation, industrial designs, works of authorship, and other creative works, inventions, concepts, ideas, knowledge, know-how, invention disclosures and other data, including all technology subject to the APA.

ARTICLE 2 ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

2.1 Assigned Intellectual Property. In accordance with this Agreement, with effect as of the Assignment Date, Eagleware memorializes and confirms the sale, assignment, conveyance, transfer, and delivery to Agilent, and Eagleware hereby sells, assigns, conveys, transfers, and agrees to deliver to Agilent:

(a) all right, title and interest in the United States and throughout the world of Eagleware in and to the following (collectively, the "Assigned Intellectual Property"), and any part, component, aspect, element and right thereof, including all future rights that arise therein or in relation thereto: all Intellectual Property, including, without limitation, all Assigned Copyrights, and Assigned Trademarks, and further including, without limitation, all Assigned Intellectual Property listed and described in Schedule A, and all tangible embodiments of any of the foregoing, in any and all forms and any and all media;

(b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Assigned Intellectual Property referenced in Section 2.1(a), and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Assignment Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Assignment Date; and

(c) the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Assigned Intellectual Property referenced in Section 2.1(a), including without limitation any Intellectual Property: (i) conceived, developed or reduced to practice solely by individuals who were employees of Eagleware or any Subsidiary of Eagleware immediately prior to the Assignment Date and became Agilent employees after the Assignment Date, even if the applicable Agilent employment agreement is not signed by such individuals ("Transferred Employees"), and (ii) unless otherwise agreed by the parties, conceived, developed or reduced to practice solely by Transferred Employees after the Assignment Date, in the United States and anywhere else in the world.

2.2 Mandatory Laws. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assigned Intellectual Property cannot be assigned as provided in Section 2.1, Eagleware memorializes and confirms its irrevocable agreement, and hereby irrevocably agrees (i) to assign and transfer, and hereby assigns and transfers to Agilent all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.1 to the fullest extent permissible, and (ii) to grant, and hereby grants, Agilent an unlimited, exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit, and commercialize in any manner now known or in the future discovered and for whatever purpose, any and all rights to Assigned Intellectual Property that cannot be assigned as contemplated by Section 2.1.

ARTICLE 3 MISCELLANEOUS

3.1 Further Assurances.

(a) The parties hereto will each perform such acts, execute, and deliver such information, instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in the APA and this Agreement, including, without limitation, providing or executing any affidavits, providing any testimony, and/or rendering any other assistance, as is necessary or useful for Agilent to secure and perfect sole and exclusive ownership of, and obtain registrations in the name of solely Agilent, for the Assigned Intellectual Property and/or any part thereof. In furtherance of the foregoing, Eagleware and Agilent will execute (1) Trademark Assignments substantially in the form of Schedule B attached hereto, to evidence, record and perfect the transfer of the Assigned Trademarks, and (2) Copyright Assignments substantially in the form of Schedule C attached hereto, to evidence, record and perfect the transfer of the Assigned Copyrights.

(b) If and to the extent requested by Agilent, Eagleware memorializes and confirms that it will cause and authorize, and hereby authorizes, the trademark office, copyright office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Agilent as the sole and exclusive owner of any application, copyright and/or registration covering the Assigned Intellectual Property, and to issue any copyright, registration, patent, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, copyright, patent and/or registration in the name and for the benefit of Agilent, only.

(c) If at any time Agilent is unable, for any reason, to secure Eagleware's signature on any copyright, trademark, or patent assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Intellectual Property, whether because of Eagleware's unwillingness, unavailability, or for any other reason whatsoever, Eagleware memorializes and confirms its irrevocable designation and appointment of, and hereby irrevocably designates and appoints, Agilent and its duly authorized officers and agents as its agents and attorneys-in-fact, to act

for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Eagleware.

(d) The parties acknowledge that, as part of the transfer of the Assigned Intellectual Property, Eagleware may inadvertently retain Intellectual Property that should have been transferred to Agilent pursuant to Article 2 of this Agreement. Each party agrees to negotiate in good faith the transfer to the other of any such later-identified Intellectual Property at the reasonable written request of the other party.

3.2 Representations and Warranties. This Agreement is subject to the representations and warranties made by Eagleware in connection with the APA. Agilent makes no representations or warranties to Eagleware whatsoever.

3.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

3.4 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

3.5 Entire Agreement. This Agreement, together with the APA and each of the addenda and schedules appended hereto and thereto, constitutes the final agreement by and among the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. Without limiting the foregoing, in the event of any conflict between any provision in this Agreement and the APA, the provisions of this Agreement will control over the provisions of the APA. That this Agreement shall not supersede, nullify, or otherwise affect the Assignment Date of the Intellectual Property assigned pursuant to the APA.

3.6 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement.

3.7 Variation. No variation of this Agreement will be valid unless it is in writing and signed by authorized representatives of the parties. The expression "variation" will include any amendment, modification, variation, supplement, deletion or replacement however affected.

3.8 Expenses. Except as otherwise provided in this Agreement or the APA, or any other agreement between the parties contemplated hereby, all costs, fees and expenses of either party in connection with the transactions contemplated by this Agreement will be paid by the party that incurs such costs and expenses.

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Assignment Agreement to be executed on its behalf by a duly authorized officer.

"Agilent"

AGILENT TECHNOLOGIES, INC.

By:

Name:

Title:

James L. Simon

Corporate Counsel

"Eagleware"

EAGLEWARE CORPORATION

By:

Name:

Title:

Todd Cutler

CEO and President (on July 27, 2005)

SCHEDULE A
Assigned Intellectual Property

1. Trademarks

Registered Trademarks	Filing Date	Registration Date	Registration Number
SYSTEMVUE	April 14, 2005	May 16, 2006	US 3092743

Additional Trademarks / Trade Names	
A/FILTER	M/FILTER
ADVANCED T/LINE	MATCH
AMPLIFIER	MIXER
CAYENNE	PLL
CORE	PREMIER
DESIGNER	PRO
EAGLEWARE	RF ARCHITECT
EAGLEWARE-ELANIX	S/FILTER
EAGLEWARE SYSTEMVIEW	SIGNAL CONTROL
EMPOWER/ML	SONNET INTERFACE
ENTERPRISE	SPECTRASYS
EQUALIZER	SYSTEM VUE
FILTER	TESTLINK
GENESYS	WHATIF
HARBEC	WINLINE
OSCILLATOR	WINSMITH

2. Copyrights

Registered Copyrights	Description	Reg. Date	Reg. Number
Genesys: version 7.52	Computer File	Aug. 10, 2004	TX0005973234
SystemVue: version 2005.02	Computer File	Jan. 17, 2006	TX0006203113
WinSmith 2.0	Computer File	Feb. 10, 2006	TX0006364218

Additional Copyrights	Description
Genesys: version 2004.07	Computer File
Genesys: all other versions	Computer File
winLINE: all versions	Computer File
winSMITH: all versions	Computer File
SystemView by Elanix: all versions	Computer File
SystemVue: all versions	Computer File

Additional Copyrights	Description
Technical design documents	Document
"Release" notes describing design changes in new Releases	Document
Training and procedural materials	Document
User manuals	Document

3. Domain Names

Domain Names	Created
www.eagleware.com	April 20, 1995
www.elanix.com	February 1, 1995

4. Software

In addition to the Copyrighted works referenced in Section 3 of this Schedule A, Software further includes all confidential and proprietary source and object code comprising the software products marketed under the GENESYS, SYSTEMVIEW BY ELANIX, SYSTEMVUE, and SYSTEM VUE trademarks.

SCHEDULE B

TRADEMARK ASSIGNMENT

In accordance with that certain Intellectual Property Assignment Agreement dated May __, 2012 ("Agreement"), Eagleware Corporation, a Georgia corporation, with an address at 3585 Engineering Drive, Suite 150, Norcross, Georgia 30092 ("Assignor"), is the owner of record of the following registered trademark(s):

Registered Trademarks	Filing Date	Registration Date	Registration Number
SYSTEMVUE	April 14, 2005	May 16, 2006	US 3092743

(the "Trademarks"), including all goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including any common law rights, causes of action, and claims for damages, profits or other awards by reason of past infringement, dilution, misappropriation or other violations thereof, including the right to sue therefor.

Agilent Technologies, Inc., a Delaware corporation, with an address at 395 Page Mill Road, Palo Alto, California, 94306 ("Assignee"), desires to acquire the Trademarks, including the goodwill of the business associated therewith and symbolized thereby and all rights appurtenant thereto.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective as of July 27, 2005, Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, free of all encumbrances, Assignor's entire right, title and interest throughout the world in and to the Trademarks, together with the goodwill of the business associated therewith and symbolized thereby, and together with all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past, present or future infringement, dilution, misappropriation, or other violations thereof, and the right to sue therefor.
2. Effective as of July 27, 2005, Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for Trademarks anywhere in the world, and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
3. Effective as of July 27, 2005, Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of assignee or its successors, assigns, or nominees to apply for Trademarks and to claim the aforesaid benefits of the right of property provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
4. Effective as of July 27, 2005, Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which may be required to transfer all of Assignor's rights, title and interest in and to the Trademarks and/or the rights appurtenant thereto to Assignee, its successors or assigns.

5. Effective as of July 27, 2005, Assignor acknowledges and agrees that it has the power and authority to assign the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their names this 29 day of May, 2012.

ASSIGNEE:

AGILENT TECHNOLOGIES, INC.

Signature: 

Print Name: James L. Simon

Print Title: Corporate Counsel

ASSIGNOR:

EAGLEWARE CORPORATION

Signature: 

Print Name: Todd Cutler

Print Title: CEO and President (on July 27, 2005)

SCHEDULE C

COPYRIGHT ASSIGNMENT

In accordance with that certain Intellectual Property Assignment Agreement dated May __, 2012 ("Agreement"), Eagleware Corporation, a Georgia corporation, with an address at 3585 Engineering Drive, Suite 150, Norcross, Georgia 30092 ("Assignor"), is the owner of record of the following registered copyrights:

Copyrighted Works	Description	Registration Date	Registration Number
Genesys: version 7.52	Computer File	Aug. 10, 2004	TX0005973234
SystemVue: version 2005.02	Computer File	Jan. 17, 2006	TX0006203113
WinSmith 2.0	Computer File	Feb. 10, 2006	TX0006364218

(the "Copyrights"), including any common law rights, causes of action, and claims for damages, profits or other awards by reason of past infringement, dilution, misappropriation or other violations thereof, including the right to sue therefor.

Agilent Technologies, Inc., a Delaware corporation, with an address at 395 Page Mill Road, Palo Alto, California, 94306 ("Assignee"), desires to acquire the Copyrights.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective as of July 27, 2005, Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, free of all encumbrances, Assignor's entire right, title and interest throughout the world in and to the Copyrights, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past, present or future infringement, misappropriation, or other violations thereof, and the right to sue therefor.
2. Effective as of July 27, 2005, Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to apply to register the Copyrights anywhere in the world, and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the Berne Convention for the Protection of Literary and Artistic Works, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
3. Effective as of July 27, 2005, Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of assignee or its successors, assigns, or nominees to apply to register the Copyrights and to claim the aforesaid benefits of the right of property provided by the Berne Convention for the Protection of Literary and Artistic Works, as amended, or by any convention which may henceforth be substituted for it.
4. Effective as of July 27, 2005, Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which may be required to transfer all of Assignor's rights, title and interest in and to the Copyrights and/or the rights appurtenant thereto to Assignee, its successors or assigns.

5. Effective as of July 27, 2005, Assignor acknowledges and agrees that it has the power and authority to assign the Copyrights to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their names this 23 day of May, 2012.

ASSIGNEE:

AGILENT TECHNOLOGIES, INC.

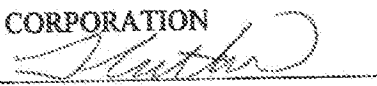
Signature: 

Print Name: James L. Simon

Print Title: Corporate Counsel

ASSIGNOR:

EAGLEWARE CORPORATION

Signature: 

Print Name: Todd Cutler

Print Title: CEO and President (on July 27, 2005)