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11-09-2000

FORM PTO-1595
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket Nos. **197/151 and
197/165**

101512167

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Zadian Technologies, Inc.

- Individual
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership
- State:

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

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

Execution Date: April 19, 1996

2. Name and address of receiving party:

Name: Havant International, Ltd.

Internal Address: _____

City: _____ State: _____ Zip: _____

Street Address: Langstone Road, Havant Hampshire, PO9 1SA,
United Kingdom

City: _____ State: _____ Zip: _____

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation England and Wales
- Other

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or Trademark number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No(s): _____

B. Trademark No(s): 1,861,641 and 1,863,522

Additional numbers attached? Yes No

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

Name: Steven D. Hemminger

Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066
Phone: (408) 993-1555

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rita Abbati

Date: October 26, 2000

Rita A. Abbati

Total number of pages including cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Director — U.S. Patent and Trademark Office

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

**TRADEMARK
REEL: 002171 FRAME: 0001**

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of the 19th day of April, 1996, by and among HAVANT INTERNATIONAL HOLDINGS LIMITED, a company incorporated in England and Wales under the Companies Act 1985 (as amended) ("Parent"), HAVANT INTERNATIONAL LIMITED, a company incorporated in England and Wales under the Companies Act 1985 (as amended) that is wholly owned by Parent ("Purchaser"), XYRATEX INTERNATIONAL LIMITED, a company incorporated in England and Wales under the Companies Act 1985 (as amended) that is wholly owned by Purchaser ("Xyratex"), ZADIAN TECHNOLOGIES, INC., a California corporation (the "Company"), and ZAYDOON AL JAWADI (the "Principal Shareholder").

RECITALS

A. The Principal Shareholder beneficially owns approximately 98% of the outstanding capital stock of the Company.

B. The Company is engaged in the design, manufacture and sale of test systems and related software used in peripheral interface development and production, and such other products as are set forth in the business plan (the "Business Plan") which is attached as Exhibit A to this Agreement, (collectively, the "Business") and is interested in selling substantially all of its assets and discontinuing the Business.

C. Purchaser and Xyratex wish to purchase, and the Company wishes to sell, substantially all of the Company's assets on the terms and conditions set forth below.

D. In consideration of each of the parties entering into this Agreement and the agreements to be entered into in connection with this Agreement (forms of which are attached as Exhibits to this Agreement), the parties wish to make the following representations, warranties, covenants and agreements, as set forth below.

ACCORDINGLY, in consideration of the foregoing, the mutual covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby accepted by the parties, the parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE OF ASSETS.

1.1 Transfer of Purchased Assets. In consideration of the payment of the purchase price set forth in Section 1.6 below, the Company shall sell, assign and deliver to Purchaser, and Purchaser shall purchase and accept, on the Closing Date (as defined in Section 2.1 below), free and clear of any and all liens, charges, claims, encumbrances, pledges, security interests, community property rights, equities, liabilities, debts, obligations, restrictions on transfer or other defects in title of any kind or nature, whether known or unknown, fixed or contin-

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gent, except for the Purchaser Assumed Liabilities (as defined in Section 1.4(a) below), all assets, properties, rights, titles and interests of every kind and nature owned or leased by the Company and used in connection with the Business as of the Closing Date, whether tangible or intangible, and wherever located and by whomever possessed (collectively, the "Purchased Assets"), including, without limitation, the following, but excluding the Tangible and Real Property Assets (as defined in Section 1.2 below) and the Excluded Assets (as defined in Section 1.3 below):

(a) all accounts and notes receivable, whether or not evidenced by an invoice or a note (including, without limitation, amounts owed for goods sold or services rendered at the Closing Date but not yet invoiced as of such date);

(b) all prepayments, prepaid expenses, credits and deferred charges, except those listed on Schedule 1.2(c) to this Agreement;

(c) all finished and unfinished goods, raw materials, packaging, spare parts, sub-assemblies, work-in-process, supplies and inventories (collectively, the "Inventories");

(d) all right, title and interest in and to all patents, copyrights, trademarks, trade names, service marks, service names, logos, corporate names and identifying marks and styles, and all applications and improvements relating thereto, (including, without limitation, (i) the names "Zadian Technologies, Inc.", "Zadian" and any variant thereof, and (ii) those items listed on Schedule 1.1(d) to this Agreement);

(e) all rights under the contracts, agreements, orders, leases, subleases, licenses, sublicenses and arrangements listed on Schedule 1.1(e) of this Agreement, to the extent assignable;

(f) all rights under all permits, licenses, variances, approvals and other authorizations obtained from foreign, federal, state or local governments or governmental agencies or other similar rights (including, without limitation, those listed on Schedule 1.1(f) to this Agreement), to the extent assignable;

(g) all claims, insurance, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature;

(h) all insurance, warranty and condemnation proceeds received after the date hereof with respect to damage, non-conformance or loss to the Assets (as defined in Section 1.2 below);

(i) all books, ledgers, files, documents, correspondence, brochures, price lists, studies, reports, data, design documents, user manuals, business records and other printed or written materials (including, without limitation, records pertaining to past and current customer accounts, suppliers, distributors, personnel and agents);

SCHEDULE 1.1(d)

**Patents, Copyrights, Trademarks, Trade Names,
Service Names, Logos, Corporate Names**

Trademarks Issued

Basher Reg. No. 1, 781, 178
 July 13, 1993

POD Reg. No. 1, 861, 641
 November 8, 1994

POD Reg. No. 1, 863, 522
 November 22, 1994

Trademarks Applied For

Talos Serial No. 75/017,461
 Filed November 1, 1995

SoftProbe Serial No. 741/732,767
 Filed September 22, 1995

Trademarks Applied For and Rejected

Investigator Serial No. 74/267,591
 Filed April 20, 1992

Common Law Trademarks

Card Bench
Card Basher
Investigator

Copyrights

Copyright Registration No. TX 3 085 152
effective May 13, 1991
Titled: Disk Drive Technology

Copyright Registration No. TX 3 110 905
effective July 10, 1991
Titled: ATA Disk Interface The Nuts and Bolts

Copyright Registration No. TX 3 160 301
effective May 13, 1991
Titled: ATA Disk Interface The Nuts and Bolts (1991 Edition)