



101789783

TO THE ASSISTANT COMMISSIONER OF PAT

atched original documents or copy thereof.

1. Name of conveying party:

RDI COMPUTER CORPORATION
6696 Mesa Ridge Road, Bldg. A
San Diego, CA 92121

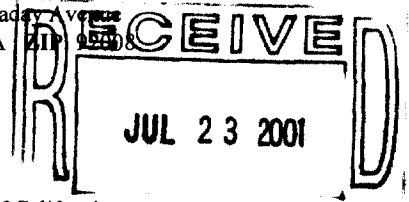
7-2301

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

2. Name and address of receiving party(ies):

Name: TADPOLE TECHNOLOGY, INCORPORATED
Street Address: 2300 Faraday Avenue
City: Carlsbad State: CA ZIP: 92008

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



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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Asset Purchase Agreement
(pertinent pages attached)

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

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
1,867,551

Additional numbers attached? Yes No

Execution Date: August 17, 1998

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

Name: Stacey R. Halpern
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: RDITADP.004T

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Stacey R. Halpern
Name of Person Signing

Stacey R. Halpern
Signature

7/19/01
Date

Total number of pages including cover sheet, attachments and document: 8

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

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

07/26/2001 TDIAZ1 00000021 1867551

01 FC:481

40.00 DP

I:\DOCS\SRH\SRH-7125.DOC
071701

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (including the Seller's Disclosure Schedule, Buyer's Disclosure Schedule, Exhibits and Schedules hereto, the "Agreement") is made and entered into as of August 17, 1998 by and among Tadpole Technology Incorporated, a Delaware corporation ("Buyer") and Tadpole Technology Plc, a corporation organized under the laws of England and Wales ("Parent"), on the one hand, and RDI Computer Corporation, a California corporation ("Seller"), and Trigem Corporation, a California corporation ("Trigem"), on the other hand.

RECITALS

A. Seller desires to sell and Buyer desires to purchase from Seller substantially all of the operating assets of Seller on the terms and conditions set forth herein.

B. In order to induce Seller and Trigem to enter into this Agreement, Parent, the owner of all the issued and outstanding capital stock of Buyer, has agreed to guarantee the payment and performance of certain obligations of Buyer.

C. In order to induce Buyer to enter into this Agreement, Trigem, who owns approximately 54% of the issued and outstanding capital stock of Seller, has agreed to join in the representations and warranties and to provide certain indemnities as set forth herein.

D. Defined terms used herein are defined in the Sections of this Agreement referenced in Schedule 9.9.1 of this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 **Purchase and Sale.** Upon the terms and subject to all of the conditions contained herein, Seller hereby agrees to sell, assign, transfer, and deliver to Buyer on the Closing Date, and Buyer hereby agrees to purchase, acquire, and accept from Seller on the Closing Date, the Acquired Assets. Seller shall deliver or cause to be delivered to Buyer at the Closing appropriate bills of sale, assignments, deeds, and other documents of conveyance necessary to effectuate and perfect the transfer of title to the Acquired Assets to Buyer on and as of the Closing Date, in form and substance reasonably satisfactory to Buyer.

1.2 **Description of Acquired Assets.** The term "Acquired Assets" shall mean all of the tangible and intangible assets and rights of every nature, kind, and description,

wherever located, relating to the Business, but not including the Excluded Assets. As used in this Agreement, the term "Business" means all activities and operations of Seller, in all cases as the same exists on the date of this Agreement and during the period through and including the Closing Date. The Acquired Assets include, but are not limited to, the following (except to the extent constituting Excluded Assets):

1.2.1 Inventory. All of the inventory and supplies owned by Seller ("Inventory") and existing on the Closing Date.

1.2.2 Accounts Receivable. All of the accounts receivable of Seller ("Accounts Receivable") at the Closing Date.

1.2.3 Cash and Cash Equivalents; Securities. Cash, cash equivalents, and securities of Seller on hand as of the Closing Date.

1.2.4 Prepaid Expenses; Deferred Charges. Prepaid taxes, prepaid insurance, and all other prepaid expenses and all deferred charges of Seller existing on the Closing Date.

1.2.5 Vendor Agreements. All Seller's right, title, and interest in and under the Vendor Agreements set forth on Schedule 1.2.5.

1.2.6 Customer and Supplier Lists. All customer and supplier lists, mailing lists, databases related thereto, marketing studies, and analyses of any kind whether performed by or on behalf of Seller, and all catalogs, brochures, and handbooks relating to the Business and existing on the Closing Date.

1.2.7 Machinery and Equipment. All of Seller's right, title, and interest in and to the machinery, equipment, vehicles, computers, and other data processing hardware and other tangible personal property of similar nature (but not including Furniture and Fixtures or Inventory) owned or leased by Seller or used in or relating to the Business ("Machinery and Equipment") and existing on the Closing Date.

1.2.8 Furniture and Fixtures. All of Seller's right, title, and interest in and to the office furniture, office equipment, fixtures, and other tangible personal property of similar nature (but not including any Machinery and Equipment or Inventory) owned, leased to, or otherwise used by Seller in connection with the Business ("Furniture and Fixtures") and existing on the Closing Date.

1.2.9 Intellectual Property. All of Seller's right, title, and interest in and to the Intellectual Property and existing on the Closing Date.

1.2.10 Real Property. All of Seller's right, title, and interest in and to any and all Real Property used in the Business and existing on the Closing Date.

1.2.11 Operating Leases. All rights under leases required to be accounted for as operating leases under GAAP ("Operating Leases") and all rights under automobile leases existing on the Closing Date.

1.2.12 Contracts. All rights under contracts and other agreements (other than real property leases) relating to the Business and existing on the Closing Date.

1.2.13 Business Software. The accounting, inventory control, and other business-related software used in connection with Seller's operation of the Business and in connection with the Machinery and Equipment, and existing on the Closing Date.

1.2.14 Governmental Permits. All licenses, permits, approvals, authorizations, applications, and registrations from or with any Governmental Authority relating to the Business excluding any transfer of which is not permitted by Law ("Governmental Permits") and existing on the Closing Date. In this Agreement, "Governmental Authority" means any administrative agency, commission, court, or other governmental agency or instrumentality, domestic or foreign, of competent jurisdiction.

1.2.15 Books and Records. The originals or, if not available, copies of all books, records, files, plans, notebooks, production and sales data, and other data relating to the Acquired Assets or the Assumed Liabilities, or used or held for use in the conduct of or reasonably necessary to operate the Business (other than as related to Excluded Assets or Excluded Liabilities, which shall be retained by Seller), whether or not located at the place of business of Seller, and whether or not in tangible form or in the form of intangible computer storage media such as optical disks, magnetic disks, tapes, and similar storage media ("Books and Records") existing on the Closing Date; provided, however, that Seller shall be entitled to retain copies of any Books and Records the originals of which have been delivered to Buyer.

1.3 Description of Excluded Assets. Seller is not selling, and Buyer is not purchasing, any of the following assets (the "Excluded Assets"):

1.3.1 Certain Excluded Assets. The assets of Seller, if any, set forth on Schedule 1.3.1, which schedule shall be prepared by Seller and agreed to by Buyer and attached hereto on the date of this Agreement.

1.3.2 Other Books and Records; Corporate Documents. All books, records, and other information relating exclusively to the Excluded Assets or Excluded Liabilities, and the originals of the Articles of Incorporation, Bylaws, corporate resolutions, minute books, and stock transfer ledgers of Seller; provided, that Seller shall provide Buyer with copies of all such items upon Buyer's request.

1.3.3 Name. The names and trademarks "RDI Computer Corporation," "RDI" and "VWA."

1.4 Consents Not Obtained by Closing. Seller shall use its best efforts to obtain all Consents prior to the Closing. To the extent that the assignment of any Acquired Asset

2.13 Intellectual Property. In this Agreement, the term "Intellectual Property" means all intellectual property and other proprietary rights owned or licensed by Seller as of the date hereof whether or not such property and other rights are currently used in connection with the Business, together with all rights, benefits, and privileges pertaining thereto, all goodwill associated therewith, and all rights to causes of action or remedies related thereto (including the right to sue for past infringement or violation of rights associated with such Intellectual Property) and includes the following: (a) fictitious business names and any registrations thereof, trade names, federal, foreign, state and common law trademarks, trademark applications and registrations, service marks and service mark applications and registrations (the "Marks"); (b) trade secrets, know-how, confidential information, databases, customer and mailing lists, technical information, proprietary information, plans, drawings, blue prints, and other similar proprietary information ("Trade Secrets"); (c) trade dress, or designs, and models to the extent protectable under any intellectual property, unfair competition, or other Law ("Designs"); (d) computer programs and content and other computer software (including documentation and source code and object code for such programs and software) ("Software"); (e) federal and foreign patents and patent applications, including without limitation, designs, design patents, and utility models ("Patents"); and (f) U.S. and foreign copyrights in both published and unpublished works and copyright registrations ("Copyrights").

2.13.1 Marks.

(a) Title. To the knowledge of Seller, Schedule 2.13.1(a) is a complete and accurate listing of all Marks. Schedule 2.13.1(a) separately identifies each Mark which has been registered and each Mark pending registration and its jurisdiction of registration, together with other relevant registration information. Seller is the sole and exclusive owner of all right, title, and interest in and to each of the Marks in connection with the Business, free and clear of all Encumbrances and other adverse claims of ownership and is free to convey all its rights to Buyer. All of such Marks owned by Seller which have been registered are currently in compliance with formal legal requirements (including the payment of filing, examination and maintenance fees and proofs of working or use), and such registrations are valid and enforceable in connection with the Business and are not subject to any maintenance fees or taxes or actions that could fall due or occur within ninety (90) days after the Closing. Seller has not used nor allowed the use of any Mark such that such Mark has acquired a generic meaning in the public domain and accordingly has lost its protectable characteristics. Neither Seller nor Trigem has licensed to or otherwise granted to third parties the right to use the Marks.

(b) Proceedings. No Mark has been within the past two (2) years or is now involved in any opposition, invalidation or cancellation proceeding nor, to Seller's or Trigem's knowledge, is any such action threatened with respect to any of the Marks.

(c) Third Party Infringement. To Seller's and Trigem's knowledge, no Mark is infringed or has been challenged or threatened in any way.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

BUYER: Tadpole Technology Incorporated, a Delaware corporation

By: Graham Brown
Name: Graham Brown
Title: President

PARENT: Tadpole Technology Plc, a corporation organized under the laws of England and Wales

By: Bernard Hulme
Name: ~~Graham Brown~~ Bernard Hulme
Title: ~~Director~~ Chief Executive Officer

SELLER: RDI Computer Corporation, a California corporation

By: _____
Name: Young Kimm
Title: President and Chief Executive Officer

TRIGEM: Trigem Corporation, a California corporation

By: _____
Name: J.S. Lee
Title: President

As to Section 4.9:

Young Kimm

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

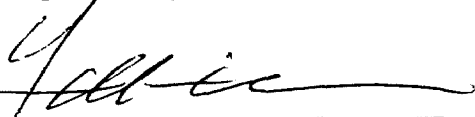
BUYER: Tadpole Technology Incorporated, a Delaware corporation

By: _____
Name: Graham Brown
Title: President

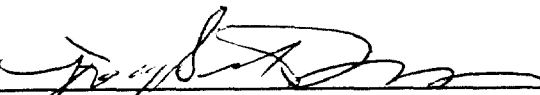
PARENT: Tadpole Technology Plc, a corporation organized under the laws of England and Wales

By: _____
Name: Graham Brown
Title: Director

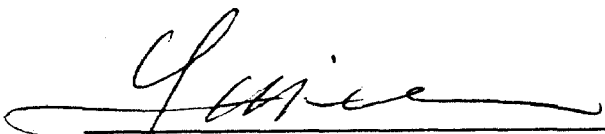
SELLER: RDI Computer Corporation, a California corporation

By: 
Name: Young Kimm
Title: President and Chief Executive Officer

TRIGEM: Trigem Corporation, a California corporation

By: 
Name: J.S. Lee
Title: President

As to Section 4.9:


Young Kimm

ASSET PURCHASE AGREEMENT

among

TADPOLE TECHNOLOGY INCORPORATED

as Buyer

and

TADPOLE TECHNOLOGY PLC

on the one hand

and

RDI COMPUTER CORPORATION

as Seller

and

TRIGEM CORPORATION

on the other hand