

10-26-2001

U.S. Department of Commerce  
Patent and Trademark Office

10-1201

RE:



:ET

101887657

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

1. Name of conveying party: Essential Software Company, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation (State-Washington )  
 Other \_\_\_\_\_

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

2. Name and Address of receiving party

Name: Micro Focus International Limited

Address: P.O. Box 309 G.T.  
Ugland House, South Church Street  
Grand Cayman, Cayman Islands

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: July 31, 2001

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation (State - ) \_\_\_\_\_  
 Other a Cayman Islands company

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) & address(es) attached? Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule A

112

Additional numbers attached?  Yes  No

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

Hayley M. Smith  
Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40  
 Enclosed

Any deficiency is authorized to be charged to  
Deposit Account No. 111098

8. Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

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.

John Lunn  
Name of Person Signing

Signature

10/12/01  
Date

Total number of pages including cover sheet, attachments, and document: 11

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENT  
WASHINGTON D.C. 20231

TRADEMARK  
REEL: 002389 FRAME: 0367

Schedule A to Recordation Form Cover Sheet


<b>MARK</b>	<b>APPLICATION NO./ REGISTRATION NO.</b>	<b>STATUS</b>
INFORMER	1968000	Registered 4/16/96

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Debra B. Arenare, Esq. of the firm Kirkland & Ellis, whose postal address is Citigroup Center, 153 East 53rd Street, New York, New York 10022-4675 is hereby designated assignee's representative upon whom notice or process in proceedings affecting the recordation of the assignment between Essential Software Company, Inc. and Micro Focus International Limited.

10/09/01

Date



Name: PRESCOTT ASHE

Title: MANAGING DIRECTOR

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 31<sup>st</sup> day of July, 2001, ("Effective Date"), by and between Essential Software Company, Inc., a company organized under the laws of the State of Washington, with offices at 13720 SE 58th Place, Bellevue, WA 98006 ("Assignor"), and Micro Focus International Limited, a company organized under the laws of the Cayman Islands, with offices at P.O. Box 309 G.T., Ugland House, South Church Street, Grand Cayman, Cayman Islands ~~94111~~ ("Assignee").

**WHEREAS**, Assignor's ultimate parent company, Merant plc ("Merant"), and Assignee have entered into that certain Purchase Agreement dated June 11, 2001, amended as of the date hereof (the "Purchase Agreement"), pursuant to which Merant has agreed, *inter alia*, to cause Assignor to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations and applications identified and set forth on Schedule A (the "Marks"); and (b) the goodwill of the business associated with the Marks; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations related thereto that are or may be secured under the laws of the United States or any foreign

countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements of any of the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

\* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

31<sup>st</sup> day of July, 2001.

ESSENTIAL SOFTWARE COMPANY,  
INC.

By: 

Name: Kenneth Sexton

Title: Vice President

MICRO FOCUS INTERNATIONAL  
LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

9 day of August, 2001.

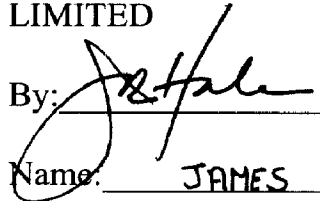
ESSENTIAL SOFTWARE COMPANY,  
INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MICRO FOCUS INTERNATIONAL  
LIMITED

By:  \_\_\_\_\_

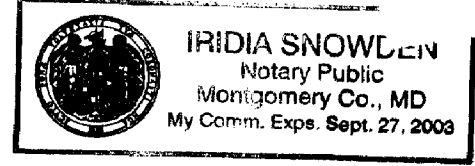
Name: JAMES HALE

Title: ATTORNEY IN FACT  
AND ASSISTANT TREASURER

STATE OF )  
COUNTY OF ) ss.:

On this 31<sup>st</sup> day of July 2001, there appeared before me  
Ken Sexton, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
Essential Software Company, Inc.

Iridia Snowden  
Notary Public



STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2001, there appeared before me  
\_\_\_\_\_, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



STATE OF California )  
COUNTY OF Los Angeles )

ss.:

On this 9 day of August 2001, there appeared before me  
James Hale, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
Micro Focos International Limited.



Annette Zaragoza  
Notary Public

STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2001, there appeared before me  
\_\_\_\_\_, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Schedule A**

<b>MARK</b>	<b>APPLICATION NO./ REGISTRATION NO.</b>	<b>STATUS</b>
INFORMER	1968000	Registered 4/16/96