

10120

10-26-2001



SHEET

101887653

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party: Micro Focus Technology NV

Individual(s) Association
 General Partnership Limited Partnership
 Corporation (State-)
 Other an Aruba company

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

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.

Jonu Land
Name of Person Signing

Signature

10/12/01
Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 002389 FRAME: 0400


Schedule A to Recordation Form Cover Sheet

MARK	APPLICATION NO/ REGISTRATION NO.	STATUS
VISUAL	1641077	Registered 4/16/91

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 Micro Focus Technology NV 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 31st day of July, 2001, ("Effective Date"), by and between Micro Focus Technology NV, a company organized under the laws of Aruba, with offices at c/o MeesPierson Trust (Aruba) N.V., 62 Lloyd G. Smith Blvd, P.O. Box 1218, Oranjestad, Aruba ("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., Uglan 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, including any

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renewals and extensions of the registrations related thereto that are or may be secured under the laws of the United States, 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

31st day of July, 2001.

MICRO FOCUS TECHNOLOGY NV

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.

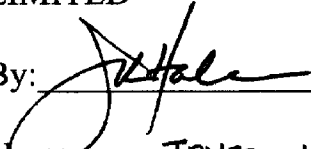
MICRO FOCUS TECHNOLOGY NV

By: _____

Name: _____

Title: _____

MICRO FOCUS INTERNATIONAL
LIMITED

By:  _____

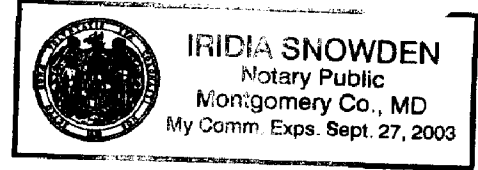
Name: JAMES HALE

Title: ATTORNEY IN FACT AND
ASSISTANT TREASURER

STATE OF)
COUNTY OF) ss.:

On this 31st 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
Micro Focus Technology NV

Iridia Snowden
Notary Public



STATE OF)
COUNTY OF) ss.:

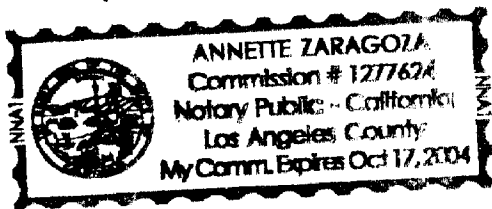
On this _____ day of _____ 2001, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

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 Focus 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

MARK	APPLICATION NO./ REGISTRATION NO.	STATUS
VISUAL	1641077	Registered 4/16/91