

04-30-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨

4-29-03

RECORD TRA

102433981

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
 Sherwood Partners, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 3, 2003

2. Name and address of receiving party(ies)
 Name: Mountain View Data, KK

Internal Address: _____
 Street Address: 1668 Hollingsworth Drive
 City: Mountain View State: CA Zip: 94041

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Japan
 Other _____

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)
76/272,081

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Linda G. Henry
 Internal Address: Fenwick & West LLP
Silicon Valley Center
 Street Address: 801 California Street
 City: Mountain View State: CA Zip: 94041

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:
50-0261

DO NOT USE THIS SPACE

9. Signature.
 04/29/2003 DBYRNE 00000172 76272081
 01 FC 4521 Linda G. Henry 40.00 DP
 Name of Person Signing Linda G. Henry Signature April 22, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

231.37/00070/DOCS/1339988.1

TRADEMARK REEL: 002721 FRAME: 0335

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made pursuant to the Asset Purchase Agreement entered into by and between, Sherwood Partners, Inc., a California corporation with principal offices located at 1849 Sawtelle Boulevard, Suite 543, Los Angeles, California 90025, as Assignee for the Benefit of Creditors of Centerlex, Inc., a Delaware corporation formerly known as Turbolinux, Inc., ("Assignor"), and Mountain View Data, KK, a Japanese corporation, with address for mailing purposes in the U.S. at c/o Mountain View Data, Inc., 1668 Hollingsworth Dr. Mountain View, CA 94040 ("Assignee") on January 3, 2003 (the "Asset Purchase Agreement") and is effective as of the date of the authorized signatures below (the "Effective Date"). This Assignment complies with the requirements of Section 10 of the Trademark Act, 15 U.S.C. § 1060.

WHEREAS, Assignor has filed applications for and/or registered the trade/service marks "POWERCOCKPIT" and "TURBOLABS" (the "Marks") as follows:

Jurisdiction	Registration or Application Number, International Class	Mark
European Community	Application No.: 002503894, cl. 9	POWERCOCKPIT
Japan	Application No. 2001-110419, cl. 9	POWERCOCKPIT
Canada	Application No. 1125184, cl. 9	POWERCOCKPIT
China, P.R.	Application No. 3039714, cl. 9	POWERCOCKPIT
South Korea	Application No. 40-2001-55337, cl. 9	POWERCOCKPIT
Mexico	Registration No. 747679/ App. No. 522848, cl. 9	POWERCOCKPIT
Taiwan	Application No. 90050330, cl. 9	POWERCOCKPIT
U.S.A.	Application No. 76/272,081, cl. 9	POWERCOCKPIT
Argentina	Application No. 2309401, cl. 9	TURBOLABS
Argentina	Application No. 2309402, cl. 42	TURBOLABS
Australia	Application No. 851788, classes 9 and 42	TURBOLABS
Brazil	Application No. 823188965, cl. 9	TURBOLABS
Brazil	Application No. 823188973, cl. 42	TURBOLABS
Chile	Registration No. 595469, Application No. 503041, cl. 9	TURBOLABS
Chile	Registration No. 599082, Application No. 503042c. 42	TURBOLABS
China	Application No. 2000151716, cl. 9	TURBOLABS
China	Application No. 2000151715, cl. 42	TURBOLABS
Colombia	Application No. 74322, classes 9 and 42	TURBOLABS
European Community	Application No. 001903319, classes 9, 16 and 42	TURBOLABS
Hong Kong	Application No. 21579/2000, cl. 9	TURBOLABS
Hong Kong	Application No. 21580/2000, cl. 42	TURBOLABS
India	Application No. 959381, cl. 9	TURBOLABS

Indonesia	Application No.D0022666, cl. 9	TURBOLABS
Indonesia	Application No. J0022667, cl. 42	TURBOLABS
Japan	Application No. 2000-106095, classes 9 and 42	TURBOLABS
South Korea	Application No. 45-2000-4651, classes 9 and 42	TURBOLABS
Malaysia	Application No. 2000/13716, cl. 9	TURBOLABS
Malaysia	Application No. 2000/13717, cl. 42	TURBOLABS
Norway	Application No. 2000/11727, classes 9, 16 and 42	TURBOLABS
Singapore	Application No. T00/17219A, cl. 9	TURBOLABS
Singapore	Application No. T00/17220E, cl. 42	TURBOLABS
Slovenia	Application No. Z-200071500, classes 9, 16 and 42	TURBOLABS
Switzerland	Application No.11635/2000, classes 9 and 42	TURBOLABS
Taiwan	Application No. 89056389, cl. 9	TURBOLABS
Taiwan	Application No. 89056390, cl. 42	TURBOLABS
Thailand	Application No. 434164, cl. 9	TURBOLABS
Thailand	Application No. 434165, cl. 42	TURBOLABS
U.S.A.	Application No. 76/015,225, classes 9 and 42	TURBOLABS
Venezuela	Application No. 2000-017833, cl. 9	TURBOLABS
Venezuela	Application No. 2000-017832, cl. 42	TURBOLABS

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Marks including the registrations and applications for registration thereof, and all of the goodwill associated with and symbolized by the Marks;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks, including the registrations and applications for registration thereof;

NOW THEREFORE, in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Marks to Assignee as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, all rights arising under the International Convention for the Protection of Industrial Property, and all registrations and applications for registration thereof, together with all of the goodwill associated with and symbolized by the Marks, and that portion of the business which is ongoing and existing to which the Marks pertain.
2. Assignor hereby assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the

goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.

3. Assignor will cooperate in any actions necessary for Assignee to record, prosecute, renew and/or register its rights, title and interests in and to the Marks and applications thereof, including United States and foreign applications and registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by a duly authorized office as of the Effective Date.


Mountain View Data, KK.

Dated: _____, 2003

By: _____
Name: _____
Title: _____

Sherwood Partners, Inc., solely as Assignee
for the Benefit of Creditors of Centerlex,
Inc., fka Turbolinux, Inc.

Dated: 1/27, 2003

By: 
Name: Michael A. Manning
Title: CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Los Angeles

)
) ss.
)

On January 24, 2003, before me, Halida Ibrahimasic, Notary Public

Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Michael Mridy

Name of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Halida Ibrahimasic
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer President
Title(s)
- Partner(s) Limited General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Assignment
Title or Type of Document

3
Number of Pages

January 3, 2003
Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)
Sherwood Partners, Inc.

Signer(s) Other Than Named Above

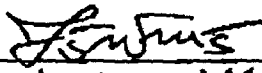
arising under the International Convention for the Protection of Industrial Property, and all registrations and applications for registration thereof, together with all of the goodwill associated with and symbolized by the Marks, and that portion of the business which is ongoing and existing to which the Marks pertain.

2. Assignor hereby assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.
3. Assignor will cooperate in any actions necessary for Assignee to record, prosecute, renew and/or register its rights, title and interests in and to the Marks and applications thereof, including United States and foreign applications and registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by a duly authorized office as of the Effective Date.

Dated: 23 Jan, 2003

Mountain View Data, KK

By: 
Name: Irving W Miller
Title: Tres & CEO

Sherwood Partners, Inc., solely as Assignee
for the Benefit of Creditors of Centerlex,
Inc., fka Turbolinux, Inc.

Dated: _____, 2003

By: _____
Name: _____
Title: _____