

05-15-2003

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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. 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):

Roxio, Inc.

5.13.03

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

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 17, 2003

2. Name and address of receiving party(ies)

Name: Symantec Corporation

Internal

Address: _____

Street Address: 20330 Stevens Creek Blvd.

City: Cupertino State: CA Zip: 95014

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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)

B. Trademark Registration No.(s)

2,271,088

Additional number(s) attached Yes No

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

Name: Linda G. Henry

Internal Address: Fenwick & West LLP

Street Address: 801 California St.

City: Mountain View State: CA Zip: 94041

6. Total number of applications and registrations involved: _____

1

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

- Enclosed and
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

50-0261

DO NOT USE THIS SPACE

9. Signature.

Linda G. Henry

Name of Person Signing

Linda G. Henry
Signature

May 6, 2003

Date

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

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

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05/14/2003 GTON11 00000076 2271088

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TRADEMARK
REEL: 002733 FRAME: 0208

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated April 17, 2003 (this "*Agreement*"), is entered into by Roxio, Inc., a Delaware corporation ("*Roxio*"), Wild File, Inc., a Delaware corporation ("*Wild File*"), and Roxio CI, Ltd., a Cayman Islands limited company ("*RCI*", together with Roxio and Wild File, collectively, "*Assignors*"), with and for the benefit of Symantec Corporation, a Delaware corporation ("*Assignee*").

WHEREAS, Assignee and Assignors have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "*Purchase Agreement*"), pursuant to which Assignors have agreed to sell and assign, and Assignee has agreed to buy and acquire all of Assignors' rights, title and interests in and to those trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor which are a part of the Purchased Assets (as defined in the Purchase Agreement) (collectively, the "*Marks*"), including without limitation those set forth in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, transfer and convey to Assignee, its successors, assigns and other legal representatives, all rights, title and interests worldwide, including common law rights, in and to the Marks, including without limitation the U.S. Registration and further including all claims for damages by reason of past infringement of the Marks, with the right to sue for and collect the same for Assignee's own use and benefit.

Assignors further agree that, should additional or further documentation of the assignment be required for whatever reason, Assignors will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. Assignment of this Agreement shall be governed by the terms of Section 9.8 of the Purchase Agreement; provided, however, that no such assignment by either party shall relieve such party of any of its obligations under this Agreement. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignors have caused this Assignment of Trademarks to be executed by its duly authorized representatives effective as of the date first written above.

ROXIO, INC.

By: [Signature]
Name: K. Elliot Carpenter
Title: Vice President and Chief Financial Officer

WILD FIRE, INC.

By: [Signature]
Name: Wm. Christopher Gora
Title: President and Chief Executive Officer

ROXIO CL, LTD.

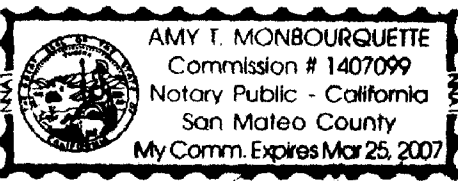
By: [Signature]
Name: Wm. Christopher Gora
Title: President and Chief Executive Officer

STATE OF California
COUNTY OF Santa Clara

On this 16th day of April, 2003, before me, a Notary Public in and for said State, personally appeared R. Elliot Carpenter and Wm. Christopher Gora personally known to ~~me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (e) 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

[Signature]
Notary Public



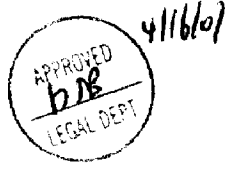
This Assignment of Trademarks is acknowledged and agreed to by:

SYMANTEC CORPORATION

By: 

Name: Greg Myers

Title: Chief Financial Officer and
Senior Vice President of Finance



Date: April 17, 2003

EXHIBIT A

Trademark Registrations

TRADEMARKS

<i>Country:</i> Mark GOBACK	Australia Classes 9	Status Registered	App. # 882887	App. Dt 07/19/2001	Reg. # 882887	Reg. Dt 03/15/2002
<i>Country:</i> Mark GOBACK	Austria Classes 9, 16, 35, 38, 42	Status Registered	App. # 770976	App. Dt 06/14/2001	Reg. # 770976	Reg. Dt 06/14/2001
<i>Country:</i> Mark GOBACK	Belarus Classes 9, 16, 35, 38, 42	Status Registered	App. # 770976	App. Dt 06/14/2001	Reg. # 770976	Reg. Dt 06/14/2001
<i>Country:</i> Mark GOBACK	Benelux Classes 9, 16, 35, 38, 42	Status Registered	App. # 770976	App. Dt 06/14/2001	Reg. # 770976	Reg. Dt 06/14/2001
<i>Country:</i> Mark GOBACK	Brazil Classes 9	Status Published	App. # 823814343	App. Dt 08/30/2001	Reg. #	Reg. Dt
<i>Country:</i> Mark GOBACK	Canada Classes Allowed/Registration	Status	App. # 1107141	App. Dt	Reg. # 06/22/2001	Reg. Dt
<i>Country:</i> Mark GOBACK	Czech Republic Classes 9, 16, 35, 38, 42	Status Registered	App. # 770976	App. Dt 06/14/2001	Reg. # 770976	Reg. Dt 06/14/2001
<i>Country:</i> Mark GOBACK	Denmark Classes 9, 16, 35, 38, 42	Status Registered	App. # 770976	App. Dt 06/14/2001	Reg. # 770976	Reg. Dt 06/14/2001
<i>Country:</i> Mark GOBACK	Egypt Classes 9, 16, 35, 38, 42	Status Registered	App. # 770976	App. Dt 06/14/2001	Reg. # 770976	Reg. Dt 06/14/2001
<i>Country:</i> Mark GOBACK	Estonia Classes 9, 16, 35, 38, 42	Status Registered	App. # 770976	App. Dt 06/14/2001	Reg. # 770976	Reg. Dt 06/14/2001

<i>Country:</i> Mark	European Union	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 42	Allowed/Registration		2271641	06/22/2001	
<i>Country:</i> Mark	Finland	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	France	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	Germany	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	301 08 431.9 /09	02/08/2001	301 08 431	04/05/2001
<i>Country:</i> Mark	Greece	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	Hungary	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	Iceland	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	Italy	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	Japan	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9	Registered	2001-057418	06/25/2001	4578945	06/21/2002
<i>Country:</i> Mark	Latvia	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	Lithuania	Status	App. #	App. Dt	Reg. #	Reg. Dt
GOBACK	Classes 9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001
<i>Country:</i> Mark	Mexico	Status	App. #	App. Dt	Reg. #	Reg. Dt
	Classes					

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GOBACK 9 Registered 495789 07/12/2001 743181 04/29/2002

Country: Norway
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Poland
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Portugal
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Romania
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Russian Federation
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Singapore
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9 Registered T01/079961 06/06/2001 T01/079961 09/26/2002

Country: Slovak Republic
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Spain
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, OA Response 770976 06/14/2001 770976 06/14/2001
42

Country: Sweden
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Switzerland
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9 Registered 07118/2001 07/18/2001 496858 03/27/2002
GOBACK 9, 16, 35, 38, Registered 770976 06/14/2001 770976 06/14/2001
42

Country: Taiwan
Mark Classes Status App. # App. Dt Reg. # Reg. Dt
GOBACK 9 Registered 90-030272 07/23/2001 1014795 09/16/2002

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12290/00222/SF/5098538.1

TRADEMARK
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<i>Country:</i>	Turkey					
<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
GOBACK	9, 16, 35, 38, 42	Published	770976	06/14/2001	770976	06/14/2001

<i>Country:</i>	Ukraine					
<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
GOBACK	9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001

<i>Country:</i>	United Kingdom					
<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
GOBACK	9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001

<i>Country:</i>	United States					
<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
GOBACK	9	Registered	75/354597	09/10/1997	2271088	08/17/1999

<i>Country:</i>	WIPO					
<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
GOBACK	9, 16, 35, 38, 42	Registered	770976	06/14/2001	770976	06/14/2001

Common Law Marks