

02-11-2004

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To the Honorable Commissioner of Pat

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original documents or copy thereof.

1. Name of conveying party(ies):
 Fujitsu Software Technology Corporation
 2-5-04 FINANCE SECTION
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: ObjectStar International Limited
 Internal c/o Paget Brown and Company Ltd.,
 Address: Attention: Chief Executive Officer
P.O. Box 1111, West Wind Building, Grand Cayman
 Street Address: _____
 Cayman
 City: Islands State: B.W.I. Zip: _____
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Cayman Islands
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: December 31, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2,034,339
 Additional number(s) attached Yes No

6. Total number of applications and registrations involved **1**

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name David A. Segal, Esq.
 Internal Address: _____
 Street Address: Gibson, Dunn & Crutcher LLP
4 Park Plaza, Jamboree Center
 City: Irvine State: CA Zip: 92614

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
501408

DO NOT USE THIS SPACE

9. Signature.
 David A. Segal *David Segal* February 5, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 2

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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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is entered into and effective as of December 31, 2003 (the "**Effective Date**"), by and between Fujitsu Software Technology Corporation, a Delaware corporation ("**Assignor**"), and ObjectStar International Limited, a Cayman Islands corporation ("**Assignee**").

1.0 Background.

1.1 Subject to the terms and conditions of this Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in, to and under the United States trademark registration and the International trademark registrations set forth in Exhibit A attached hereto, and all rights of seniority claimed in European Community registration listed on Exhibit A (the "European Community Registration") with respect to any individual country registrations listed on Exhibit A and all goodwill associated therewith (the "**Trademarks**"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, subject to the following subsections.

2.2.1 Assignor and Assignee agree that Assignor has, prior to the date of execution hereof, begun the process of recording, at Assignor's expense, the relevant assignments and other documents evidencing or perfecting the vesting of all rights, title and interest in and to the Trademarks in the Assignor within the trademark offices of the following jurisdictions (collectively, the "**Designated Jurisdictions**"): United States, Australia, Canada, the European Community and Japan.

2.2.2 Assignor and Assignee agree that, with respect to those jurisdictions identified in Exhibit A other than the Designated Jurisdictions (the "**Other Jurisdictions**"), Assignor shall not be required at the present time to record and update its ownership interest in the Trademarks registered therein, provided, however, that, if, in the reasonable judgment of Assignee, Assignee determines it is desirable for Assignee to become the record owner of such Trademarks in order to maintain rights of seniority claimed with respect thereto in the European Community Registration or otherwise to preserve, protect or enforce against third parties Assignee's rights acquired under this Agreement in the Other Jurisdictions, then Assignor agrees that, in a reasonable time following receipt of written notice from Assignee of any such determination, Assignor will record at its expense all assignments and other documents necessary to vest record title in such Trademarks in Assignor.

2.2.3 Assignor and Assignee agree that, with respect to those jurisdictions identified in Exhibit A, recordal of the relevant assignments or other documents necessary to vest record title in the Trademarks in Assignee from Assignor (including this Trademark Assignment), shall be performed at Assignee's own discretion and expense.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

FUJITSU SOFTWARE TECHNOLOGY
CORPORATION

By: *Steven F. K. Murphy*
Name: STEVEN F. K. MURPHY
Title: President & CEO

STATE OF New York)
COUNTY OF New York) SS

On this 23rd day of January, 2004, before me personally came the above named who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/~~she~~ executed the same of his/~~her~~ own free will for the use and purposes therein set forth.

NOTARY PUBLIC Milagros Santiago
My Commission Expires: October 27, 2007

MILAGROS SANTIAGO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SA6100668
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES OCT. 27, 2007

Exhibit A**Trademarks****United States**

<u>Mark</u>	<u>Registration Number</u>
OBJECTSTAR	2,034,339

International

<u>Mark</u>	<u>Registration Number</u>
Australia OBJECTSTAR	658739
Benelux OBJECTSTAR	574721
Canada OBJECTSTAR	TMA493,238
European Community OBJECTSTAR	000055830
France OBJECTSTAR	95567601
Germany OBJECTSTAR	395 30 861
Great Britain OBJECTSTAR	2018581
Ireland OBJECTSTAR	167042
Italy OBJECTSTAR	00726029
Japan OBJECTSTAR	4012059

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