

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
emWare, Inc.		06/01/2005	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Matsushita Electric Works, Ltd.
Street Address:	1048 Kadoma
City:	Osaka
State/Country:	JAPAN
Postal Code:	571-8686
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Serial Number:	78585822	DEVICE NETWORK BUILDER
Serial Number:	78558142	DEVICEVIEWMD
Serial Number:	78299410	ENB
Serial Number:	78447272	FITVIEW
Serial Number:	78462135	HEALTHTRACK
Serial Number:	78462138	HEALTHTRACKER
Serial Number:	78160569	MOS
Serial Number:	78389432	SECUREVIEW
Serial Number:	75516186	DATACCORD
Serial Number:	75325798	DEVICE ACCESS SERVICE
Serial Number:	75342066	DEVICE DIRECTORY SERVICE
Serial Number:	78033543	DEVICELINK
Serial Number:	75453888	EM

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Serial Number:	75376922	EMAGINE
Serial Number:	75550475	EMBED THE INTERNET
Serial Number:	75576448	EMBED THE INTERNET
Serial Number:	75278741	EMBEDDED MICRO INTERFACE TECHNOLOGY
Serial Number:	75886184	EMBROWSER
Serial Number:	75788940	EMCONNECT
Serial Number:	76036658	EMCONTROL
Serial Number:	76036656	EMCONTROLLER
Serial Number:	78103026	EMG
Serial Number:	75886183	EMNETWORK
Serial Number:	75684810	EMPOWER
Serial Number:	75684812	EMPOWER
Serial Number:	75684811	EMPOWERED
Serial Number:	75684813	EMPOWERED
Serial Number:	75789128	EMSMART
Serial Number:	75630562	FAIR-SHARE
Serial Number:	75568362	HIGATE
Serial Number:	75185040	HINET
Serial Number:	75486228	HOME INTEGRATION NETWORK
Serial Number:	76071661	IF IT'S PLUGGED IN, IT'S CONNECTED
Serial Number:	75453881	
Serial Number:	75844302	NETWORKING EVERYTHING ELSE
Serial Number:	76125586	OPAL
Serial Number:	76125587	OPAL
Serial Number:	76437359	OPAL
Serial Number:	78055708	WATERSAVE
Serial Number:	76256836	WATERSAVE

**CORRESPONDENCE DATA**

Fax Number: (801)537-1799  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 1: 15 West South Temple  
Address Line 2: Suite 900  
Address Line 4: Salt Lake City, UTAH 84101

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Wesley L. Austin
Signature:	/Wesley L. Austin/
Date:	07/08/2005

Total Attachments: 11

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## NUNC PRO TUNC ASSIGNMENT OF INTELLECTUAL PROPERTY

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, **emWare, Inc.**, a Delaware corporation (“*Assignor*”), hereby sells, assigns and transfers to **Matsushita Electric Works, Ltd.**, a joint stock company incorporated in Japan, and its successors, assigns, and legal representatives (“*Assignee*”), *nunc pro tunc*, effective as of June 1, 2005, pursuant to the terms of that Asset Purchase Agreement between Assignor and Assignee, dated May 11, 2005, all of its right, title and interest, together with the goodwill of Assignor’s business associated therewith, for the United States and all foreign countries, in and to:

### Patents

All the letters patents identified on Exhibit A hereto attached (the “*Patent(s)*”), including Letters Patents that have been or shall be issued in all foreign countries for any and all improvements disclosed in the Patent(s), and the right to recover for the past infringement of the Patent(s) by any party or parties with the right to sue in his own name (including the right to take over and continue any and all existing suits) and collect damages.

### Patent Application

All United States patent application identified on Exhibit A ( the “*Patent Applications*”), including each and every Letters Patent granted on any application which may be a division, substitution or continuation of said application, and in and to each and every reissue or extension of any Letters Patent that may issue therefrom, and further including all other applications for patent which have been or shall be filed in the United States and all foreign countries, and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States of America.

### Trademarks

All indications of origin associated with Assignor’s business, including marks used on goods, service marks, trade names, trade dress, and domain names, including any applications, registrations, and any common-law rights associated therewith anywhere in the world, including the applications and registrations listed on Exhibit B attached hereto (the “*Trademarks*”), together with the goodwill of Assignor’s business associated therewith and the right to recover damages and profits and all other remedies for past infringements thereof. To the extent any of the applications listed in Exhibit B are based on Assignor’s “Intent to Use” the Trademarks, Assignor is assigning the Trademarks as part of the entire business or portion thereof to which the Trademarks pertain.

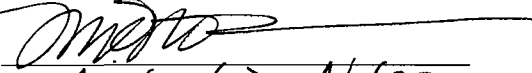
Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform other reasonable acts Assignee may request in order to vest all right, title, and interest in and to the Trademarks over to Assignee and/or to provide evidence to support any of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

## **Copyrights**

All fixed, original works of authorship including but not limited to all rights of reproduction, distribution, performance, display, and to license the works listed on Exhibit C, as well as the right to produce or license derivative works, and all rights to sue for past, present, or future infringement thereof, together with all related United States and foreign rights that arise therefrom ("*Works*").

Dated as of the 1st day of June, 2005

**EMWARE, INC.**

By:   
Name: Michael D. Nelson  
Title: CEO

## EXHIBIT A

### PATENTS

#### U.S. Patents

1. U.S. Patent No. 5,991,795
2. U.S. Patent No. 6,219,677
3. U.S. Patent No. 6,370,436
4. U.S. Patent No. 6,467,084
5. U.S. Patent No. 6,587,736
6. U.S. Patent No. 6,601,086
7. U.S. Patent No. 6,653,933
8. U.S. Patent No. 6,694,318
9. U.S. Patent No. 6,697,466
10. U.S. Patent No. 6,728,804
11. U.S. Patent No. 6,745,106
12. U.S. Patent No. 6,781,961
13. U.S. Patent No. 6,363,417
14. U.S. Patent No. 6,876,628

#### U.S. Patent Applications

1. Application No. 09/887,626
2. Application No. 09/755,348
3. Application No. 09/699,693
4. Application No. 09/727,244
5. Application No. 09/911,152
6. Application No. 09/922,813
7. Application No. 10/190,179
8. Application No. 10/229,961
9. Application No. 10/404,583
10. Application No. 10/431,905
11. Application No. 10/431,906
12. Application No. 10/223,139
13. Application No. 11/132,873
14. Application No. 10/784,485
15. Application No. 10/822,391
16. Application No. 10/740,072
17. Application No. 10/935,632
18. Application No. 11/053,558
19. Application No. 09/435,898
20. Provisional Application No. 60/263,499

### **Japanese Patent Applications**

1. Japanese Application No. 2000-608334
2. Japanese Application No. 2001-573239
3. Japanese Application No. 2002-502586
4. Japanese Application No. 2004-532977
5. Japanese Application No. 2004-531586
6. Japanese Application No. 2000-547560

### **European Patent Applications**

1. European Application No. 00921436.2
2. European Application No. 01922823.8
3. European Application No. 01941854.0
4. European Application No. 03749120.6
5. European Application No. 03791867.9
6. European Application No. 99918674.5

### **Australian Patents**

1. Australian Patent No. 769815

### **Australian Patent Applications**

1. Australian Application No. 36531/99
2. Australian Application No. 2001275174

### **Indian Patent Applications**

1. Indian Application No. IN/PCT/2002/01470

### **Korean Patent Applications**

1. Korean Application No. 2000-7012057

### **Canadian Patent Applications**

1. Canadian Application No. 2,329,899
2. Canadian Application No. 2,369,105
3. Canadian Application No. 2,412,323



### **PCT Patent Applications**

1. PCT Application No. PCT/US00/07790
2. PCT Application No. PCT/US01/10043
3. PCT Application No. PCT/US01/17944
4. PCT Application No. PCT/US03/26548
5. PCT Application No. PCT/US03/26882
6. PCT Application No. PCT/US99/08557
7. PCT Application No. PCT/US00/33694
8. PCT Application No. PCT/US01/16068
9. PCT Application No. PCT/US01/41772
10. PCT Application No. PCT/US01/42492
11. PCT Application No. PCT/US01/42493
12. PCT Application No. PCT/US02/23608

### **Patent Applications That Were Never Filed**

1. "Embedded Device Internet"
2. "Auditing of Secured Systems Through Image Beacons on Web-Based Management Tools"
3. "Distributed Object Aggregation"
4. "Systems and Methods for Reporting and Tracking Health-Related Information"

**EXHIBIT B**  
**TRADEMARKS**

**U.S. Registered Trademarks**

<b>TRADEMARK</b>	<b>REG. NO.</b>
ANY DEVICE, ANY NETWORK	2,411,803
ALADN	2,740,653
DEVICEGATE	2,617,991
DEVICEVIEW	2,849,655
DEVICEVIEW (Service Mark)	2,856,927
DYNAMIC EXPANSION	2,296,434
EM (em with round ball)	2,407,013
EM (em with round red ball)	2,620,842
EMACCESS (Stylized "emAccess")	2,459,163
EMACCESS (Unstylized)	2,611,652
EMBEDDED NETWORK BUILDER	2,880,263
EMCHIP	2,764,585
EMCLIENT	2,296,583
EMCONNECT	2,883,554
EMGATEWAY	2,469,948
EMIT	2,189,979
EMLINK (Registered in Class 9)	2,400,702
EMLINK (Registered in Class 16)	2,464,355
EMMANAGER (Stylized "emManager")	2,410,966
EMMANAGER (Unstylized)	2,486,737
EMMICRO (Stylized "emMicro")	2,421,649
EMMICRO (Unstylized)	2,456,787
EMNET (Stylized "emNet")	2,362,598
EMNET (Unstylized)	2,459,232
EMOBJECTS	2,296,474
EMSERVER	2,296,582
EMSTORE	2,330,326
EMWARE (Stylized "emWare," Reg in Class 9)	2,189,876
EMWARE (Unstylized, Registered in Class 41)	2,500,120
EMWARE (Unstylized, Registered in Class 9)	2,600,306
MICROTAGS	2,302,428
e-SMART	2,747,580
OAL	2,789,872
OAP	2,780,785
OAS	2,783,292
POWERSAVE (Stylized "Powersave" and design)	2,789,290
POWERSAVE (Unstylized)	2,748,676

**U.S. Trademark Applications**

<b>TRADEMARK</b>	<b>APP. NO.</b>
DEVICE NETWORK BUILDER	78/585,822
DEVICEVIEWMD	78/558,142
ENB	78/299,410
FITVIEW	78/447,272
HEALTHTRACK	78/462,135
HEALTHTRACKER	78/462,138
MOS	78/160,569
SECUREVIEW	78/389,432

<b>TRADEMARK</b>	<b>APP. NO.</b>
DATAACCORD	75/516,186
DEVICE ACCESS SERVICE	75/325,798
DEVICE DIRECTORY SERVICE	75/342,066
DEVICELINK	78/033,543
EM and Design	75/453,888
EMAGINE	75/376,922
EMBED THE INTERNET	75/550,475
EMBED THE INTERNET and Design	75/576,448
EMBEDDED MICRO INTERFACE TECHNOLOGY	75/278,741
EMBROWSER	75/886,184
EMCONNECT	75/788,940
EMCONTROL	76/036,658
EMCONTROLLER	76/036,656
EMG	78/103,026
EMNETWORK	75/886,183
EMPOWER	75/684,810
EMPOWER and Design	75/684,812
EMPOWERED	75/684,811
EMPOWERED and Design	75/684,813
EMSMART	75/789,128
FAIR-SHARE	75/630,562
HIGATE	75/568,362
HINET	75/185,040
HOME INTEGRATION NETWORK	75/486,228
IF IT'S PLUGGED IN, IT'S CONNECTED	76/071,661
MISC. DESIGN ("C")	75/453,881
NETWORKING EVERYTHING ELSE	75/844,302
OPAL	76/125,586
OPAL	76/125,587
OPAL	76/437,359

WATERSAVE	78/055,708
WATERSAVE and Design	76/256,836

**European Community Registered Trademarks**

TRADEMARK	REG. NO.
DEVICEGATE	002627842
DEVICEVIEW	003094232
E-SMART	001334887
EM	002536704
EMIT	001334903

**European Community Trademark Applications**

TRADEMARK	APP. NO.
EMWARE	001334911

TRADEMARK	APP. NO.
EMBEDDED NETWORK BUILDER	002981314
EMBEDDED NETWORK BUILDER and Design	003679503
EMWARE	001334911
MOS	003083094
OAL	003083078
OAP	002961811
OAS	002960896

**United Kingdom Registered Trademarks**

TRADEMARK	REG. NO.
EMWARE	002365049

**Japanese Registered Trademarks**

<b>TRADEMARK</b>	<b>REG. NO.</b>
DEVICEVIEW	4767266
EMBEDDED NETWORK BUILDER	4677780
OAL	4712016
OAP	4678365

**Japanese Trademark Applications**

<b>TRADEMARK</b>	<b>APP. NO.</b>
E-SMART	113845/99
EMWARE (STYLIZED)	113843/99
EMIT	113844/99

**Canadian Registered Trademarks**

<b>TRADEMARK</b>	<b>REG. NO.</b>
EMIT	TMA0561212
EMWARE	TMA0561256

**Canadian Trademark Applications**

<b>TRADEMARK</b>	<b>APP. NO.</b>
EMBEDDED NETWORK BUILDER	1164069
e-SMART	1034905

**French Registered Trademarks**

<b>TRADEMARK</b>	<b>REG. NO.</b>
EMWARE	43307666

**German Registered Trademarks**

<b>TRADEMARK</b>	<b>REG. NO.</b>
EMWARE	30433212

**EXHIBIT C**  
**COPYRIGHTS**