

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Force Computers GmbH		12/31/2004	GmbH: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Motorola, Inc.		
<b>Street Address:</b>	1303 E. Algonquin Road		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60196		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2745701	STACKWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2486411600		
<b>Email:</b>	docketingtm@hdp.com		
<b>Correspondent Name:</b>	Jessica S. Sachs		
<b>Address Line 1:</b>	Harness, Dickey & Pierce, P.L.C.		
<b>Address Line 2:</b>	5445 Corporate Drive, Suite 200		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>ATTORNEY DOCKET NUMBER:</b>	1400B-500004		
<b>NAME OF SUBMITTER:</b>	Jessica S. Sachs		
<b>Signature:</b>	/jss/		
<b>Date:</b>	08/26/2009		

CH \$40.00 2745701

**Total Attachments: 9**

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## BILL OF SALE

This Bill of Sale is made and entered into this 31<sup>st</sup> day of December 2004, by and between Motorola, Inc., a Delaware corporation ("Motorola"), and Force Computers GmbH, a company organized under the laws of Germany ("Force GmbH").

WHEREAS, Motorola and Force GmbH are parties to a Stock Purchase Agreement dated June 15, 2004, entered into by and among Solectron Corporation, Solectron Holding Deutschland GmbH (Solectron Corporation and Solectron Holding Deutschland GmbH are collectively referred to as "Sellers"), Force Computers, Inc., Motorola and Force GmbH (the "Stock PA");

WHEREAS, pursuant to the Stock PA, Motorola purchased from Sellers all of the issued and outstanding capital stock of Force GmbH and Force Computers, Inc.;

WHEREAS, Force GmbH wishes to sell and assign to Motorola all Owned Intellectual Property owned by Force GmbH ("Subject Intellectual Property"), as that term is defined in the Stock PA; and

WHEREAS, Motorola desires to purchase such Subject Intellectual Property upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Force GmbH hereby sells, transfers, conveys, assigns and delivers to Motorola its right, title and interest to the Subject Intellectual Property, including, without limitation, the intellectual property described on Exhibit A including the core technology, developed technology and the in-process technology as described in the Valuation Report prepared by Ernst & Young LLP valued as of August 2, 2004 (the "E&Y Report"). There is agreement between Motorola and Force GmbH that the sale, transfer, conveyance, assignment and delivery to Motorola pursuant to this Bill of Sale shall extend to any Subject Intellectual Property, which is owned by Force GmbH as at the date hereof regardless of where located. Motorola and Force GmbH have agreed on the Subject Intellectual Property as described on Exhibit A as the basis for the Purchase Price according to section 2. Furthermore, the Subject Intellectual Property does not include any Licensed Intellectual Property (as defined in the Stock PA) nor any customer related intangibles or backlog (as described in the E&Y Report).

2. In consideration for the Subject Intellectual Property, Motorola hereby delivers to Force GmbH \$ [REDACTED] (the "Purchase Price") in cash by wire transfer to the account specified by Force GmbH.

3. Force GmbH represents and warrants to Motorola that Force GmbH is the sole owner of and has good and marketable title to the Subject Intellectual Property and conveys the

Force GmbH Bill of Sale

Subject Intellectual Property to Motorola free and clear of any mortgage, lien, claim, right, security interest, encumbrance, covenant, easement or restriction of any kind or nature.

4. Force GmbH shall at any time and from time to time, execute and deliver to Motorola all other and further agreements, assignments, conveyances, deeds and other instruments necessary or desirable to vest in Motorola full right, title and interest in or to any of the Subject Intellectual Property.

5. Force GmbH irrevocably appoints Motorola as Force GmbH's attorney-in-fact to take any action and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to Motorola and its successors and assigns all rights granted to Motorola under this Bill of Sale.

6. Without limiting the generality of the foregoing, the attorney-in-fact is authorized to sign and deliver in the name of Force GmbH all applications, registrations, assignments, verifications, name changes, acknowledgments and other forms and documents that Motorola may elect to file with any governmental agency or private party for purposes of assigning or transferring to Motorola or otherwise vesting in Motorola the Subject Intellectual Property and rights that are included therein.

7. No party hereto shall assign this Bill of Sale or any part hereof without the prior written consent of the other party. Except as otherwise provided herein, this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. This Bill of Sale shall be construed and enforced in accordance with the laws of the State of Delaware.

*[signature pages to follow]*

Force GmbH Bill of Sale

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale to be signed and sealed on its behalf by a duly authorized officer on the date first written above.

Motorola, Inc.

By: \_\_\_\_\_

Name: Garth A. Milne 

Title: Sr. Vice President

Force GmbH Bill of Sale

**TRADEMARK**  
**REEL: 004052 FRAME: 0503**

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale to be signed and sealed on its behalf by a duly authorized officer on the date first written above.

Force Computers GmbH

By: Josef Wenzl

Name: Josef Wenzl

Title: Geschäftsführer

LCR: draft - 12.21.04

Force GmbH Bill of Sale

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0+49 69 8053341

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REEL: 004052 FRAME: 0504

**EXHIBIT A**

Force GmbH Bill of Sale

**TRADEMARK**  
**REEL: 004052 FRAME: 0505**

Exhibit A

Motorola, Inc.

Force Computers Worldwide  
Summary of Values  
(US\$ in 000s)

	Force Computers GmbH	Force Computers, Inc.	Force Computers Worldwide
As of August 2, 2004			
<b>Recommendation of fair values</b>			
Business enterprise value			
Less (add): debt/inch-operating assets			
Less: other liabilities			
Indicated equity value			
<b>Identified Intangible assets</b>			
Core technology, in aggregate			
Developed technology, in aggregate			
In-process technology, in aggregate			
Customer-related intangible			
Backlog			
Total identified intangible assets			

Source: Motorola and Force Computers management. Some totals may not add due to rounding. See Statement of Limiting Conditions.



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**Exhibit A (continued)**

Issued Patents:

Country	Patent Number	Title
US	6,732,213	Multiple Processor Computer
US	6,604,164	Hot Swap Dual CPU
US	5,293,589	Circuit with predetermined delay for selectively relaying interrupt signals through a daisy-chain of linked modules upon removal of a module from a slot

Patent Applications:

Country	Application / Publication Number	Title
DE	19938429	Hot Swap Dual CPU
EP	1076294	Hot Swap Dual CPU
JP	2001-075915	Hot Swap Dual CPU
DE	19859483	Computer Having a Plurality of Plug-In Cards
DE	19904084	Multiple Processor Computer

(a)(ii) Trademarks

US Marks:

COUNTRY	REGISTRATION/ APPLICATION NO.	MARK
US	1,271,606	FORCE
US	2,535,491	Sentinel
US	2,745,701	STACKWARE

German Marks:

COUNTRY	REGISTRATION/ APPLICATION NO.	MARK
DE	1 048 499	FORCE
DE	1 106 031	FORCE DESIGN
DE	1 114 718	FORCE / VMEPLUS
DE	2 024 179	FORCE DESIGN

COUNTRY	REGISTRATION/ APPLICATION NO.	MARK
DE	394 09 355	FORCE / The Standards of Choice
DE	396 20 638	Hot.Wire
DE	397 54 741	CENTELLIS
DE	399 44 456	SENTINEL
DE	301 51 372	"HA" <sup>2</sup>

International Registrations:

COUNTRY	REGISTRATION/ APPLICATION NO.	MARK	DESIGNATED COUNTRIES
IR	504 081	FORCE	AT, BX, ES, FR, IT, CH, YU
IR	544 557	FORCE DESIGN	AT, BX, ES, FR, IT, CH
IR	545 111	FORCE / VMEPLUS	AT, BX, ES, FR IT, CH
IR	525 596	VME / ECONOMY / FORCE	AT, BX, FR, IT, CH
IR	525 594	VME / RISK	AT, BX, FR, IT, CH
IR	525 595	VME / EXECUTIVE / FORCE	AT, BX, FR, IT, CH
IR	535 157	VME / TOOLS / FORCE	AT, BX, FR, IT, CH
IR	558 363	FORCE / EAGLE	AT, BX, FR, HU, IT, DE, CH
IR	573 341	FUTUREBUS / PLUS DESIGN	AT, BX, FR, HU, IT, CH, RU, PT
IR	610 205	VME 64 / PLUS DESIGN	AT, BX, ES, FR, IT, CH, CN
IR	640 149	FORCE THE STANDARDS OF CHOICE	AT, BX, ES, FR, IT, CH, CN
IR	642 049	FORCE	CN
IR	778 762	HA <sup>2</sup>	BX, FR, IT, FI, NO, SE, GB

Other Marks:

COUNTRY	REGISTRATION/ APPLICATION NO.	MARK
CA	507.245	FORCE The standards of Choice
DK	1990 06 322	FORCE
DK	1990 07 836	VME / TOOLS FORCE
DK	04.873 1995	FORCE The standards of Choice
DK	01.650 1996	VME / LIVE
EU	827 808	CENTELLIS

COUNTRY	REGISTRATION/ APPLICATION NO.	MARK
EU	1 576 289	StackWare
FI	107 063	FORCE
FI	201 601	VME/LIVE
FI	202 459	BusNet
FI	204 411	FORCE The standards of Choice
GB	1 409 315	FORCE-Logo
GB	2 008 845	BusNet
GB	2 019 437	FORCE The standards of Choice
IL	106 388	PowerCore
JP	2 689 658	FORCE-Logo
JP	2 707 422	FORCE / EAGLE
JP	2 701 361	FLXibus
JP	3 001 005	FORCE DESIGN
JP	3 370 838	FORCE The standards of Choice
JP	4 100 996	PowerCore
NO	130 645	FORCE
NO	139 650	VME / PLUS DESIGN
NO	159 552	VME 64/PLUS and Design
NO	Wz 143 517	VME / TOOLS FORCE
NO	185 225	BUSNET
NO	176 813	FORCE The standards of Choice
NO	177 328	VME / LIVE
SE	221 494	FORCE
SE	313 549	FORCE The standards of Choice

Unregistered Trademarks

EndurX

FaultZone

Ultra Availability

(a)(iii) None.

(a)(iv) None.