

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM507744

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualcomm Technologies, Inc.		01/07/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Computer History Museum		
Street Address:	1401 N. Shoreline Blvd		
Internal Address:	Attn: George Holmes		
City:	Mountain View.		
State/Country:	CALIFORNIA, United States		
Postal Code:	94043		
Entity Type:	Non-Profit Corporation: UNITED STATES California, United States		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2525032	EUDORA	
CORRESPONDENCE DATA			
Fax Number:	6508515916		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6508513176		
Email:	lshustek@computerhistory.org		
Correspondent Name:	Leonard Shustek		
Address Line 1:	1401 N. Shoreline Blvd		
Address Line 4:	Mountain View, CALIFORNIA 94043		
NAME OF SUBMITTER:	Leonard Shustek		
SIGNATURE:	/Leonard Shustek/		
DATE SIGNED:	01/29/2019		
Total Attachments: 12			
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COPYRIGHT, TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Copyright, Trademark and Domain Name Assignment Agreement (the "Agreement"), dated as of January 7, 2016, between **Qualcomm Technologies, Inc.**, a corporation organized under the laws of Delaware ("Assignor"), and **Computer History Museum**, a nonprofit corporation organized under the laws of California ("Assignee") effective as of the last date signed below (the "Assignment Effective Date"). Assignor and Assignee may be referred to individually as a "Party" and, collectively, as the "Parties."

WHEREAS, Assignee desires to acquire title to certain rights owned by Assignor related to the Eudora email software product defined below as Eudora Assets; and

WHEREAS, Assignor desires to transfer the Eudora Assets to Assignee based in part on Assignee's intention to make a version of the Eudora Software available to the public under open source license terms described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** For purposes of this Agreement, the following definitions shall apply:

"**Affiliate**" means any person or entity which directly or indirectly controls, or is controlled by, or is under common control with such entity. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of more than fifty percent (50%) of voting securities, by contract or otherwise. A person or entity shall only be considered an Affiliate under this Agreement, so long as such "control" exists.

"**Eudora Assets**" means the Eudora Software, and all of the Assigned Trademarks, Assigned Copyrights and Assigned Domain Names, as defined below.

"**Eudora Software**" means the software source code files of the email product known as Eudora for Windows and Mac platforms including certain ancillary files and related documentation provided by Assignor to Assignee hereunder.

2. **Assignment of Trademarks.** Effective as of the Assignment Effective Date, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor, if any, in and to (i) the trademarks set forth in Schedule I hereto, (ii) the registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "**Assigned Trademarks**"). Assignor agrees that, upon request and without further compensation, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing, or enforcing the Assigned Trademarks, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Assigned Trademarks, all at Assignee's sole expense. Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringements of the Assigned Trademarks.

3. **Assignment of Copyright Rights.** Effective as of the Assignment Effective Date, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the copyright rights owned by Assignor and used exclusively in connection with Assignor's marketing, licensing and support of the Eudora software products (the "**Assigned Copyrights**"). Information regarding Assignor's U.S. copyright registrations is set forth in Schedule I hereto.

4. **Assignment of Domain Names.** Effective as of the Assignment Effective Date, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to any active registrations of the domain names set forth in Schedule I hereto (the "**Assigned Domain Names**").

5. **Open Source Licensing of Eudora Software.** Assignee agrees to use reasonable efforts to make the Eudora Software or a derivative thereof generally available within a reasonable time following the Assignment Effective Date under the Clear BSD license attached hereto as Exhibit A.

6. **No Support; Confidentiality.** Assignee acknowledge and agree that the Eudora Software is provided "AS

IS," that Assignor is under no obligation to provide any form of technical support for the Eudora Software. Assignee shall not make any disclosure or public announcement relating to this Agreement or the subject matter hereof without the prior written approval of Assignor.

7. **DISCLAIMER OF WARRANTIES.** ASSIGNEE EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE EUDORA ASSETS ARE AT ASSIGNEE'S SOLE RISK. THE EUDORA ASSETS AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ASSIGNOR AND ITS AFFILIATES AND LICENSOR(S) (FOR THE EASE OF REFERENCE IN SECTIONS 7, 8 AND 9, ASSIGNOR AND ITS AFFILIATES AND LICENSOR(S) SHALL BE COLLECTIVELY REFERRED TO AS ASSIGNOR) EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ASSIGNOR DOES NOT REPRESENT OR WARRANT THAT ANY FUNCTIONS THAT MAY BE CONTAINED IN THE EUDORA SOFTWARE WILL MEET ASSIGNEE'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE EUDORA SOFTWARE WILL OPERATE IN THE SAME MANNER AS PREVIOUS VERSIONS OR AS EXPECTED BY ASSIGNEE, OR BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE EUDORA SOFTWARE OR ANY SERVICE ENABLED BY ASSIGNEE THROUGH THE USE OF THE EUDORA SOFTWARE WILL ALWAYS BE AVAILABLE, OR THAT DEFECTS IN THE EUDORA SOFTWARE WILL BE CORRECTED. FURTHERMORE, ASSIGNOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ABILITY TO USE, OR THE RESULTS OF THE USE OF, THE EUDORA SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASSIGNOR OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE OR EXTEND THE SCOPE OF ANY WARRANTY. IF ASSIGNOR CANNOT DISCLAIM ANY WARRANTIES UNDER APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTIES WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, SHALL ASSIGNOR OR ANY DIRECTORS, OFFICERS, ASSIGNEES OR AGENTS AND SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOWNLOAD, INSTALLATION OR USE OF, OR INABILITY TO USE, THE EUDORA SOFTWARE OR ANY OTHER COMPONENT OF THE EUDORA ASSETS, EVEN IF ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED. ASSIGNOR HAS NO OBLIGATION TO DEFEND, INDEMNIFY OR HOLD ASSIGNEE HARMLESS UNDER THIS AGREEMENT. IN NO EVENT SHALL ASSIGNOR'S TOTAL COMBINED LIABILITY FOR ANY AND ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (\$100 US).

9. **Indemnity.** If Assignee uses any component of the Eudora Assets, or any application is written by Assignee using any component of the Eudora Assets, and such Eudora Asset or application is used, distributed, or otherwise deployed, then Assignee agree to indemnify and hold Assignor, its Affiliates and each of their respective officers, directors, assignees or agents and successors and assigns (each, an "Assignor Indemnitee") harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by each Assignor Indemnitee (including but not limited to costs of defense, investigation and reasonable attorneys' fees) arising out of, resulting from or related to (i) any use, reproduction or distribution of any of the Eudora Assets, as used, modified or integrated by Assignee, which causes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property, publicity or privacy right of any third party(s) arising in any jurisdiction anywhere in the world, (ii) the download, distribution, installation, storage, execution, use or transfer of such software, products, documentation, content, materials or derivative works by any person or entity, and/or (iii) any breach of this Agreement by Assignee. As requested by Assignor, Assignee agree to defend each Assignor Indemnitee in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing.

10. **Export Compliance Assurance.** Assignee acknowledges that all hardware, software, source code and technology (collectively, "Products") obtained from Assignor are subject to the US government export control and economic sanctions laws. Assignee assures that it, its subsidiaries and affiliates will not directly or indirectly

export, re-export, transfer or release any Products or direct product thereof to any destination, person, entity or end-use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation.

11. **License to Assignor.** Assignee hereby grants Assignor a worldwide, irrevocable, perpetual, nonexclusive, transferable, fully paid-up, royalty free right and license under Assignee's intellectual property rights with the right to sublicense directly and through multiple tiers of sublicenses, to use, modify, create derivative works of, reproduce, publicly display, publicly perform, distribute (whether directly or indirectly), and otherwise fully exploit the Eudora Software, together with any modifications or derivative works Assignee creates of the Eudora Software, in any manner whatsoever and by whatever means whether now known or later developed.

12. **No Other Licenses or Intellectual Property Rights.** Neither this Agreement, nor any act by Assignor or its Affiliates pursuant to this Agreement (including, without limitation, the provision by Assignor or its Affiliates of any Eudora Assets), shall provide to Assignee any license or any other rights whatsoever under any patents, trademarks, trade secrets, copyrights or any other intellectual property rights of Assignor, Qualcomm Incorporated or any of their Affiliates other than the limited copyrights, trademark and domain name rights expressly granted by Assignor under Sections 2, 3 and 4 of this Agreement. Assignee further understands and agrees that:

- a) Neither this Agreement, nor the delivery of any Eudora Assets alone, grants any right to practice, or any other right at all with respect to, any patent of Assignor or its Affiliates; and
- b) A separate license agreement from Qualcomm Incorporated or its relevant Affiliate is needed to use or practice any patent of Qualcomm Incorporated or its Affiliates.

In addition, Assignee, on behalf of itself and its Affiliates, agrees not to contend in any context that, as a result of this Agreement or the provision or use of any Eudora Assets provided hereunder, Assignee, Qualcomm Incorporated or any of their Affiliates has any obligation to extend, or Assignee or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of Assignor, Qualcomm Incorporated or their Affiliates for any purpose. Furthermore, Assignor, Qualcomm Incorporated and their Affiliates retain all rights not expressly granted in this Agreement.

13. **Deletion of Offensive Code.** The Parties acknowledge that the Eudora Software contains some language that could be considered offensive, crude or defamatory. Assignee agrees to remove all such language from the Eudora Software and to provide the sanitized version of the Eudora Software to Assignor for its review prior to disclosing or making available the Eudora Software or any derivative thereof to any other party. Upon receipt of Assignor's written consent, Assignee shall make the Eudora Software or a derivative available in accordance with Section 5 above.

14. **Survival of Obligations.** The Parties' rights and obligations which, by their nature, would continue beyond the termination, or expiration of this Agreement, including but not limited to those rights and obligations of the Parties set forth in 5 (No Support; Confidentiality), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Indemnity); 10 (Export Compliance Assurance), 11 (License to Assignor); 12 (No Other Licenses or Intellectual Property Rights), 14 (Survival of Obligations), 17 (Notices), 18 (Assignment of Agreement); 19 (Injunctive and Other Relief); 20 (Governing Law; Venue) shall survive such termination or expiration of this Agreement; and 21 (Entire Agreement; Amendment; Construction).

15. **Severability.** In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition.

without invalidating thereby any of the remaining provisions of this Agreement.

16. **Non-Waiver.** No waiver of the terms and conditions of this Agreement, or the failure of either Party strictly to enforce any such term or condition on one or more occasions shall be construed as a waiver of the same or of any other term or condition of this Agreement on any other occasion.

17. **Notices.** All notices, requests, demand, consents, agreements and other communications required or permitted to be given under this Agreement shall be in writing (and in English) and shall be sent to the Party to whom notice is to be given, by facsimile, email, US mail or by air courier, postage prepaid, and properly addressed as follow (in which case such notice shall be deemed to have been duly given on the day the notice is first received by the Party):

If to Assignor:

Qualcomm Technologies, Inc.
5775 Morehouse Drive
San Diego, CA 92121-1714
Facsimile No.: (858) 658-2503
Attn: Corporate Research Legal

If to Assignee:

Computer History Museum
1401 N Shoreline Blvd.
Mountain View, CA 94043
Attn: Len Shustek

The above addresses, contact personnel and facsimile and telephone numbers can be changed by a Party by providing written notice to the other Party in accordance with this Section 17.

18. **Assignment of Agreement.** This Agreement and any rights arising under this Agreement shall not be assigned or transferred, and any duties or obligations arising under this Agreement shall not be delegated or transferred, by Assignee without first obtaining the prior written consent of Assignor, which consent may be withheld at Assignor's sole discretion. Notwithstanding anything to the contrary in this Section 18, Assignee may assign this Agreement in its entirety to a party that acquires all or substantially all of the assets of the Assignee if the acquiring entity is a nonprofit organization that has been approved by the Internal Revenue Service to be tax-exempt under the terms of section 501(c)(3) of the Internal Revenue Code. Any attempted assignment or delegation that is made in derogation of the foregoing terms shall be null, void, and ineffective from inception. The provisions of this Agreement shall inure to the benefit of and may be enforced by Assignor and any of its successors or assigns, and shall be binding upon Assignee, Assignee's executors, administrators, and other legal representatives.

19. **Injunctive and Other Relief.** Assignee agrees that if Assignee violates this Agreement, then Assignor may suffer irreparable and continuing damage for which monetary damages are insufficient and, therefore, Assignor shall be entitled to injunctive relief, a decree for specific performance, and any other relief as may, in Assignor's sole judgment, be appropriate (including, but not limited to, monetary damages, as appropriate) to the extent permitted by applicable law, and without the need to post any bond.

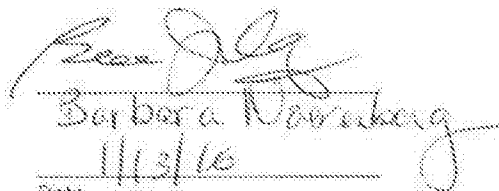
20. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and copyright issues, and (ii) in all other respects, including as to validity (except for copyright and trademark issues), interpretation and effect, by the laws of the State of California without giving effect to the conflict of laws rules thereof. Any dispute, claim or controversy arising out of or relating to this Agreement, or its breach or validity, shall be adjudicated only by a court of competent jurisdiction located in the county of San Diego, State of California, United States of America, and each Party hereby consents to the personal jurisdiction and venue of such courts for that purpose and waives any objections they may raise as to jurisdiction, venue and/or service of process for such courts, including, without limitation, any objection that a Party may raise as to such venue being an inconvenient forum. In the event of any proceeding to enforce the provisions of this Agreement, the prevailing Party (as determined by the court) shall be entitled to reasonable attorneys' fees, as fixed by the court.

21. **Entire Agreement; Amendment; Construction.** This Agreement, including Schedule 1 and Exhibit A which are incorporated herein by this reference, completely and exclusively states the agreement of the Parties regarding their subject matter. This Agreement supersedes, and its terms govern, all prior or contemporaneous understandings, term sheets, memoranda of understanding, agreements, representations, summaries, proposals, or other communications between the Parties, oral or written, regarding such subject matter. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original and which, taken together, shall be deemed to constitute this Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties agree that the delivery of this Agreement by facsimile or in electronic format via email shall have the same force and effect as delivery of original signatures and that each Party may use facsimile, electronic format signatures, and photocopies of signatures as evidence of the execution and delivery of this Agreement to the same extent that an original signature could be used.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed as of the last signed below. This Agreement may be signed in counterpart.


ASSIGNOR:

Qualcomm Technologies, Inc.


Barbara Navroberg
1/13/16
Date

ASSIGNEE:

Computer History Museum


Leonard Shustek, Chairman
January 8, 2016
Date

SCHEDULE I


1) Assigned Domain Names:

campeudora.com
eudora-email.com
eudora-internet-
email.com
eudora-mail.com
eudora-network.com
eudora-network.net
eudora-palm-email-
software.com
eudora-software.com
eudora-web-mail.com
eudora-webmail.com
eudora-wireless-
software.com
eudora.biz
eudora.cn
eudora.co.in
eudora.com
eudora.com.sg
eudora.de
eudora.in
eudora.info
eudora.org
eudora.us
eudora2go.cn
eudora2go.net
eudora4free.com
eudora4free.net
eudora4free.org
eudora4me.com
eudora4me.net
eudora4palm.com
eudorabycentral.com
eudorabycentral.net
eudorabycentral.org
eudorabyphone.com
eudoraemail.com
eudoraemailbyphone.com
eudoraforfree.com
eudoraforfree.net
eudoraforfree.org
eudoraforme.com
eudoraforme.net
eudoraforpalm.com
eudorainternetsuite.com
eudoramail.com
eudoramailconduit.com
eudoramail.com
eudoramail.net
eudoranetwork.com
eudoranetwork.net
eudorapalmsuite.com
eudorapresskit.com
eudorasoft.net
eudorasuite.com
eudoratogo.cn
eudoraweb-browser.com
eudoraweb.com
eudoraweb.net
eudoraweb.org
eudorawebbrowser.com
eudorawelty.com
myeudora.com
myeudora.net
myeudora.org
qceudora.com
qceudora.net
webeudora.com
webeudora.net
webeudora.org

2) Assigned Trademarks:

Country	Trademark	Original Owner	Application No.	Filed	Registration No.	Registered	Classes	Goods
Argentina	EUDORA	Qualcomm Incorporated	23823048	01/02/1997	2289474	05/20/2009	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Argentina	EUDORA/GO	Qualcomm Incorporated	2586299	04/27/2005	2111992	09/07/2006	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Australia	EUDORA	Qualcomm Incorporated	723290	12/04/1996	723290	10/27/1997	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Australia	EUDORA/GO	Qualcomm Incorporated	1052673	04/28/2005	1052673	09/05/2005	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Bermuda	EUDORA	Qualcomm Incorporated	31654	03/20/2000	31654	03/30/2000	09 Int.	Computer software for electronic mail that allows the user to communicate electronically.
Brazil	EUDORA	Qualcomm Incorporated	819672734	12/04/1996	819672734	08/29/2006	09 Int.	computer programs pre-recorded on disks and tapes for communication
Canada	EUDORA	Qualcomm Incorporated	0832110	12/23/1996	1464858 17	11/15/1997	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Chile	EUDORA	Qualcomm Incorporated	854885	12/24/1996	500562	01/06/1998	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Czech Republic	EUDORA	Qualcomm Incorporated	153405	03/21/2000	283317	04/24/2001	09 Int.	Computer software on mediums for electronic mail, which enable electronic communication of users.
Egypt	EUDORA	Qualcomm Incorporated	131585	03/21/2000	131585	04/29/2008	09 Int.	Computer software for electronic mail that allow users to communicate electronically.
European Community	EUDORA	Qualcomm Incorporated	000409102	11/29/1996	000406102	09/30/1998	09 Int.	Computer programs; computer software; computer software for electronic mail that allows users to communicate electronically.

European Community	EUDORA WORLDMAIL	Qualcomm Incorporated	00479873	02/28/1997	00479873	11/07/2001	09 Int. 16 Int. 42 Int.	Class 9 Computer software for electronic mail. Class 16 Manuals relating to electronic mail; stationery; printed matter; printed electronic mail material downloaded from the Internet. Class 42 Consulting, information, advisory and support services
Hong Kong	EUDORA	Qualcomm Incorporated	199613068	11/29/1996	199710820	11/29/1996	09 Int.	Computers, computer hardware and software; computer software for electronic mail that allows users to communicate electronically; parts and fittings for all aforesaid goods; all included in Class 9.
Iceland	EUDORA	Qualcomm Incorporated	10622000	02/17/2000	13292000	11/01/2000	09 Int.	Computer software for electronic mail that allow users to communicate electronically.
India	EUDORA	Qualcomm Incorporated	740743	12/20/1996	524883	05/13/2006	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Indonesia	EUDORA	Qualcomm Incorporated	0074859	03/20/1997	407254	12/03/1997	09 Int.	Computer software for electronic mail that allows users to communicate electronically
Iran	EUDORA	Qualcomm Incorporated	109412	12/24/1996	109412	07/06/1996	09 Int.	Computer software for electronic mail that allows users to communicate electronically

Japan	EUDORA	Qualcomm Incorporated	H08-135961	11/28/1996	4166316	09/11/1998	09 Int.	Electronic circuits/magnetic disks/magnetic tapes carrying computer program for electronic mail that allows users to communicate electronically, other electronic machines/instruments & their parts/fittings; electrical distribution or control machines/instruments; batteries; electric or magnetic measuring machines/instruments; electric wires/cables; electrical communication apparatus/instruments; rotary converters; phase modifiers; electric flat irons; electrically heated hair curlers; electric wax-polishing machines; vacuum cleaners; electric buzzers; magnetic cores; resistance wires; electrodes
Japan	EUDORA & Black Design 	Qualcomm Incorporated	2004001971	01/13/2004	4763660	07/01/2004	09 Int.	Electronic machines, apparatus and their parts.
Japan	EUDORA WORLDMAIL	Qualcomm Incorporated	H05-021952	07/28/1997	4160064	06/26/1998	09 Int.	Computer software for electronic mail, and manuals sold therewith
Korea, Republic of	EUDORA	Qualcomm Incorporated	40-1996-0053259	12/02/1996	40-0404320-0000	06/12/1998	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Malaysia	EUDORA	Qualcomm Incorporated	MA67997	01/17/1997	97000679	01/17/1997	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Mexico	EUDORA	Qualcomm Incorporated	287802	07/24/1997	545098	01/28/1997	09 Int.	Software for computers, mainly software for e-mail allowing the users communicate by electronic media; computers and computer equipment.
New Zealand	EUDORA	Qualcomm Incorporated	270820	12/17/1996	270820	12/17/1996	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Norway	EUDORA	Qualcomm Incorporated	200005166	03/16/2000	203496	06/29/2000	09 Int.	Computer software for electronic mail that allow users to communicate electronically.
Peru	EUDORA	Qualcomm Incorporated	183531	03/31/2000	64439	06/27/2000	09 Int.	Computer software for electronic mail that allows users to communicate electronically.

Poland	EUDORA	Qualcomm Incorporated	Z219532	03/20/2000	149645	11/24/2003	09 Int.	Computer software for electronic mail that allow users to communicate electronically.
Russian Federation	EUDORA	Qualcomm Incorporated	97702696	02/28/1997	166791	02/28/1997	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Singapore	EUDORA	Qualcomm Incorporated	19613561F	12/20/1996	19613561 F	12/20/1996	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Slovenia	EUDORA	Qualcomm Incorporated	Z200070826	05/17/2000	200070826	02/22/2001	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
South Africa	EUDORA	Qualcomm Incorporated	9700102	01/03/1997	9700102	01/03/1997	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Switzerland	EUDORA	Qualcomm Incorporated	032942000	03/17/2000	47557	08/25/2000	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Taiwan	EUDORA	Qualcomm Incorporated	85061537	12/04/1996	800729	04/16/1998	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Thailand	EUDORA	Qualcomm Incorporated	325152	12/26/1996	K066403	12/27/1996	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
United Arab Emirates	EUDORA	Qualcomm Incorporated	36549	05/30/2000	26025	10/14/2000	09 Int.	Computer software for electronic mail that allow users to communicate electronically.
United States of America	EUDORA	Qualcomm Incorporated	787740709	04/13/2001	7575032	01/01/2002	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
United States of America	EUDORA & Black Design	Qualcomm Incorporated	78303008	09/19/2004	8122572	08/01/2006	09 Int.	Computer software, namely computer software used for electronic mail that allows users to communicate electronically.
Venezuela	EUDORA	Qualcomm Incorporated	65171997	04/08/1997	F205547	05/08/1998	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Venezuela	EUDORA250	Qualcomm Incorporated	84982005	04/27/2005	F268257	02/16/2006	09 Int.	Computer software for electronic mail that allows users to communicate electronically.
Vietnam	EUDORA	Qualcomm Incorporated	32242	01/09/1997	26937	05/08/1998	09 Int.	Computer software for electronic mail that allows users to communicate electronically.

3) Assigned U.S. Copyright Registrations:

Name	Registration No.	Registration Date	Description
Eudora 2.0.1 for Macintosh	TX0004170164	1/2/1996	Computer File
Eudora 2.0.1 for Windows	TX0004170175	1/2/1996	Computer File
Eudora 2.0.2 for Macintosh	TX0004170182	1/2/1996	Computer File
Eudora 2.0.2 for Windows	TX0004170177	1/2/1996	Computer File
Eudora 2.0.3 for Macintosh	TX0004170181	1/2/1996	Computer File
Eudora 2.0.3 for Windows	TX0004170176	1/2/1996	Computer File
Eudora 2.0 for Macintosh	TX0004170183	1/2/1996	Computer File
Eudora 2.0 for Windows	TX0004170180	1/2/1996	Computer File

EXHIBIT A

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