

06-16-1998



100739953

*6/8/98*

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties: Nicholas Robins and Thomas Chipperfield

2. Name and address of receiving party(ies):  
**Name: Broderbund Software, Inc.**  
**Street Address: 500 Redwood Blvd.**  
  
**City: Novato State: CA Zip: 04058**

Additional name(s) of conveying party(ies) attached?  Yes  No

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
  
 Assignments             Merger  
 Security Agreement     Change of Name  
 Other

Execution Date: May 21, 1998

4. Application number(s) or patent number(s): 09/023,031

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Mark A. Haynes**  
Internal Address:  
**Wilson, Sonsini, Goodrich & Rosati**  
Street Address:  
**650 Page Mill Road**  
City: **Palo Alto** State: **CA** Zip: **94304-1050**

6. Total number of applications and patents involved: [ 1 ]

7. Total fee (37 CFR 3.41) ..... \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 23-2415  
(Attorney Docket No. 11449.713)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

George A. Willman, Reg. No. 41,378  
Name of Person Signing

*George A. Willman*  
Signature

June 2, 1998  
Date

Total number of pages including cover sheet, attachments and document: [ 3 ]

06/16/1998 KINDEL INC 00000006 032415 09023031

01 FC:581            40.00 CH

**ASSIGNMENT**

WHEREAS, the undersigned,

ROBINS, Nicholas  
8 Fernhill Ave.  
Ross, CA 94957

CHIPPERFIELD, Thomas  
211 Hill Blvd.  
Petaluma, CA 94952

hereinafter termed "Inventors", have invented certain new and useful improvements in

**DYNAMIC SPLASH SCREEN**

and have filed an application for a United States patent disclosing and identifying the above invention on February 13, 1998 as Application Serial No. 09/023,031; and

WHEREAS, Broderbund Software, Inc., a corporation of the State of California, having a place of business at 500 Redwood Blvd., Novato, CA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

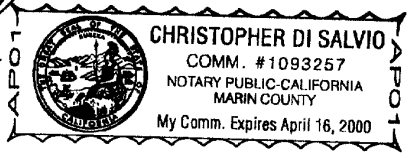
[Signature]  
Nicholas Robins  
  
May 21, 1998  
Date

State of California )  
County of Marin )

On May 21, 1998, before me, Christopher DiSalvio  
personally appeared Nicholas Robins  
 personally known to me or  proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in  
his authorized capacity, and that by his signature on the instrument the  
person or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

[Signature]  
(Notary Public)



[Signature]  
Thomas Chipperfield  
  
5/21/98  
Date

State of California )  
County of Marin )

On May 21, 1998, before me, Christopher DiSalvio  
personally appeared Thomas Chipperfield  
 personally known to me or  proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in  
his authorized capacity, and that by his signature on the instrument the  
person or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

[Signature]  
(Notary Public)

