

04-07-1999

Attorney Docket No. 19458-000000

FORM PTO-1595
(Rev. 6-93)

101003416

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Asst. Commissioner for Patents. Please record the attached original documents or copy thereof

3/29/99

1. Name of conveying party(ies):

OPR/FINANCE
PARAGRAPH INTERNATIONAL, INC.

Additional name(s) of conveying parties attached?

☒ Yes ☐ No.

2. Name and address of receiving party(ies)

Name: VADEM, LTD.

Internal Address:

Street Address: 1960 Zanker Road

City: San Jose State: California ZIP: 95112, U.S.A.

Additional names and addresses attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:

Execution Date: March 24, 1999

4. Application Number(s) or Patent Numbers.

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

A. Patent Application No(s): 07/712,180

B. Patent No(s): 5,313,527

Additional numbers attached?

☒ Yes☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James F. Kurkowski
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and patents involved 7

7. Total fee (37 CFR 3.41): \$280.00

☐ Enclosed☒ Charge Fees to Deposit Account☒ Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8 Deposit account number: 20-1430

DO NOT USE THIS SPACE

9. Statement and signature.

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

James F. Kurkowski

Name of Person Signing

Signature

Date

Atty Reg. No. 35,923

Total number of pages including cover sheet, attachments and document 8

10. Change Correspondence Address to that of Part 5?

☒ Yes☐ No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

04/07/1999 DNGUYEN 00000071 201430 5313527

01 FC:581

280.00 CH

Asst. Commissioner for Patents
Box: Assignments
Washington, D.C. 20231PATENT
REEL: 9857 FRAME: 0476

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

SILICON GRAPHICS, INC.

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or patent number(s):
(Continued from Page 1)

A. Patent Application No.(s)
08/437,638
08/424,941
08/976,926

B. Patent No.(s)
5,467,407
5,473,742

PA 154628 v1

ASSIGNMENT

THIS ASSIGNMENT is made effective as of August 6, 1998, between:

(1) PARAGRAPH INTERNATIONAL, INC., of 2011 North Shoreline Boulevard, Mountain View, California 94043-1389, USA, a corporation organized under the laws of California, USA (hereinafter, "Patentee"), AND

(2) SILICON GRAPHICS, INC., of 2011 North Shoreline Boulevard, Mountain View, California 94043-1389, USA, a corporation organized under the laws of Delaware, USA (hereinafter, "Patentee's Parent Company"), AND

(4) VADEM, LTD., of 1960 Zanker Road, San Jose, California 95112, USA, a corporation organized under the laws of the British Virgin Islands (hereinafter, "Assignee").

WHEREAS, Patentee's Parent Company, as of August 6, 1998, was the owner of all the issued and outstanding stock of Patentee;

WHEREAS, until August 6, 1998, Patentee owned the entire right, title and interest in and to the applications for Letters Patent set forth in Exhibit A (hereinafter, the "Patent Applications") and the grants of Letters Patent set forth in Exhibit B (hereinafter, the "Issued Patents");

WHEREAS, pursuant to an Intellectual Property Agreement dated August 6, 1998, and in conjunction with an Asset Purchase Agreement of the same date (collectively, the "Agreements"), Patentee's Parent Company did sell, grant, assign, convey, transfer and deliver on behalf of itself and Patentee, unto Assignee, all right, title and interest of Patentee's Parent Company and Patentee in and to the Patent Applications and the Issued Patents; and

WHEREAS, Patentee's Parent Company, Patentee and Assignee wish for Assignee to acquire the entire right, title and interest in and to the Patent Applications and the Issued Patents.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that, for good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms of the Agreements, Patentee's Parent Company hereby remises, releases and quitclaims to Assignee, and its successors and assigns, any and all of Patentee's Parent Company's right, title and interest in and to the Patent Applications and the Issued Patents, including that identified in paragraphs (1), (2) and (3) below.

BE IT FURTHER KNOWN that, for good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms of the Agreements, Patentee hereby acknowledges and confirms the assignment from Patentee to Assignee of all right, title and interest in and to the Patent Applications and the Issued Patents, including that identified in paragraphs (1), (2) and (3) below, and to the extent the acknowledgment and confirmation of this paragraph is deemed ineffective, Patentee does hereby sell, grant, assign, convey, transfer and deliver to Assignee, and its successors and assigns, subject to the terms of the Agreements, its entire right, title and interest in and to:

(1) The Patent Applications; all Letters Patent and registrations which may be granted therefor (hereinafter, the "Future Patents"); the Issued Patents; all inventions described in the Patent Applications and Issued Patents, and the sole right to file patent applications on such inventions in any and all countries and have Letters Patent or registrations granted thereon in its name (hereinafter, the "Potential Patents"); and all divisionals, renewals, continuations in whole or in part, substitutions, conversions, reissues, reexaminations, prolongations and extensions of the Patent Applications, Future Patents, Potential Patents and/or Issued Patents (the subject matter of this section (1) referred to collectively hereinafter as the "Patent Properties");

(2) All priority rights derived from the Patent Properties by virtue of the Paris Convention for the Protection of Industrial Property or by virtue of any other bilateral or multilateral agreement providing priority rights; and

(3) All rights to enforce the Patent Properties including the right to sue and recover accrued profits and/or damages for any and all infringements thereof including, but not limited to, past infringements.

The right, title and interest acknowledged, confirmed and conveyed herein is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Patentee had this sale, grant, assignment, conveyance, transfer and deliverance not been made.

Patentee covenants that it has the full right to convey the right, title and interest assigned by this Assignment, and has not entered into and will not enter into any agreement in conflict with this Assignment.

Patentee hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty is to issue patents on applications as described above, to issue all Letters Patent subject to this Assignment to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.


The undersigned representative of Patentee's Parent Company represents that she/he (a) has authority to execute this Assignment on behalf of Patentee's Parent Company and to carry out all obligations imposed hereunder, and (b) has read, understands and agrees to the terms of this Assignment.

The undersigned representative of Patentee represents that she/he (a) has authority to execute this Assignment on behalf of Patentee and to carry out all obligations imposed hereunder, and (b) has read, understands and agrees to the terms of this Assignment.

The undersigned representative of Assignee hereby accepts this Assignment on behalf of Assignee.

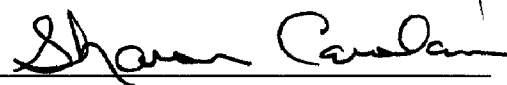
SILICON GRAPHICS, INC.

Date: 3/19/99

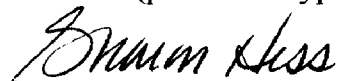
By: 
Name: William M. Kelly
Title: Senior Vice President

WITNESSES:

Date: 3-19-99


Signature
Sharon Carolan
Name (printed or typed)

Date: 3/19/99


Signature
SHARON HESS
Name (printed or typed)

PARAGRAPH INTERNATIONAL, INC.

Date: 3/19/99

By:

William M. Kelly

Name: William M. Kelly

Title: Senior Vice President

WITNESSES:

Date: 3-19-99

Sharon Carolan

Signature

Sharon Carolan

Name (printed or typed)

Date: 3/19/99

SHARON HESS

Signature

Sharon Hess

Name (printed or typed)

VADEM, LTD.

Date: 3/24/99

By:

Henry Fung

Name: Henry Fung

Title: Chief Tech. Officer

WITNESSES:

Date: 3/24/99

Bruce Olson

Signature

Bruce Olson

Name (printed or typed)

Date: 3/24/99

Kurt H. Taylor

Signature

KURT H. TAYLOR

Name (printed or typed)

I:\JFK\WORK\19458\assign\assign.02

EXHIBIT A

List of Worldwide Patent Applications
Assigned by Paragraph International, Inc. to Vadem, Ltd.

REF. No.	COUNTRY	APPLICATION No. FILING DATE
019458-C00100US	United States	07/712180 06/07/91
019458-C00110CA	Canada	2105494 09/03/93
019458-C00110DE	Germany	P4394624.0 08/26/93
019458-C00110EP	Europe	93920353.5 08/26/93
019458-C00110PC	PCT	93/08024 08/26/93
019458-C00300US	United States	08/437638 05/09/95
019458-C00400US	United States	08/424941 04/19/95
019458-C00410US	United States	08/976926 11/24/97

\\JFK\WORK\19458\assign\exhbtal.tab

EXHIBIT B

List of Worldwide Patents
Assigned by Paragraph International, Inc. to Vadem, Ltd.

REF. No.	COUNTRY	APPLICATION No. FILING DATE	PATENT No. ISSUE DATE
019458-000110US	United States	07/954351 09/24/92	5313527 05/17/94
019458-000120US	United States	08/216752 03/23/94	5467407 11/14/95
019458-000200US	United States	08/200046 02/22/94	5473742 12/05/95

JFK\WORK\19458\assign\exhbtb1.tab