

11-19-2001

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OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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HEET

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

11-16-01

- A. Digital Equipment Corporation
B. Compaq Computer Corporation

2. Name and address of receiving party(ies)

Name: Compaq Information Technologies Group, L.P.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

- A. December 9, 1999
B. June 20, 2001

Execution Date:

Street Address: 20555 State Highway 249

City: Houston State: Texas Zip: 77070

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

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

09/071,037

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Jonathan M. Harris

Internal Address: CONLEY, ROSE & TAYON, P.C.

Street Address: P.O. Box 3267

City: Houston State: Texas Zip: 77253-3267

6. Total number of patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

03-2630 Compaq Computer Corporation

(Attach duplicate copy of this page if paying by deposit account)

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.

Michael F. Heim, Reg. No. 32,702

Name of Person Signing

Signature

11/07/01
Date

Total number of pages including cover sheet, attachments, and documents: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

11/16/2001 6TON11 00000171 032630 09071037

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40.00 CH

PATENT REEL: 012306 FRAME: 0459

ASSIGNMENT

THIS ASSIGNMENT AGREEMENT, is effective as of May 31, 2001, at 6:00 PM Eastern Daylight Savings Time, and is made by and between COMPAQ COMPUTER CORPORATION, a Delaware corporation having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignor"), and COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P., a Texas limited partnership having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor has developed and is the owner of certain intellectual property, including patents and patent applications, copyrights, and other proprietary information ("Intellectual Property"), which it desires to assign to Assignee; and

WHEREAS, Assignor is the owner, by virtue of mergers, of Intellectual Property acquired from various third parties, including Digital Equipment Corporation, Tandem Computer Corporation, and others, but not including Microcom, Microcom International or Microcom Systems, Inc.; and

WHEREAS, Assignor is the assignee of existing and future developed Intellectual Property pursuant to agreements, including an Agreement to Share Costs and Risks of Intangible Property Development, and a License Agreement, both effective July 1, 2000 (collectively referred to as the "CCC/CCIG Agreements"), with Compaq Computer International GmbH, organized under the laws of Switzerland, with principal offices at Oberfeldstrasse 14, 8302 Kloten, Canton of Zurich ("CCIG"); and

WHEREAS, Assignee desires to acquire the existing Intellectual Property owned by Assignor in exchange for a partnership interest in Assignee; and

WHEREAS, Assignor desires to convey to and assign to Assignee the Intellectual Property it currently owns in exchange for a partnership interest in Assignee; and

WHEREAS, Assignee desires to contract with Assignor for services associated with development of strategic marketing plans and materials, product and process research and development, testing of products, and assistance in e-business solutions, and other general and administrative services related to research and development ("Services") in exchange for an ownership interest in any future Intellectual Property developed as a result of such Services; and

WHEREAS, Assignor desires to provide Services on a contract basis, and is willing to transfer ownership of any future Intellectual Property that is developed in the course of conducting such contract Services.

NOW, THEREFORE, in a tax free transaction pursuant to Section 721 of the Internal Revenue Code Section of 1986, as amended, in exchange for a partnership interest in Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to Assignor's existing Intellectual Property, including: (1) all existing U.S. and foreign patents owned by Assignor; (2) all existing U.S. and foreign patent applications, both pending and ready to be filed with one or more patent offices; (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications; (4) all copyrights and copyrightable works, whether registered or not; (5) all trade secrets, know-how, and other proprietary information related to the design, development, manufacture, marketing, use, and sale of information handling systems, including, but not limited to, digital computer systems, personal device assistants, microprocessors, operating system software, application software, networking systems and solutions, storage devices,

telecommunications systems and solutions, and related products, components, peripheral devices, and services that are produced, manufactured, distributed and sold by Assignor to third parties, except for application software used exclusively by Assignor in its business and that is not commercially distributed to Assignor's customers; and (6) all common law rights in adopted trademarks and service marks and domain names, and their associated goodwill, and further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred Intellectual Property;

AND, for the same consideration, Assignor, assigns, and transfers to Assignee all Intellectual Property and other related rights and obligations acquired by Assignor from Compaq Computer International GmbH pursuant to CCC/CCIG Agreements effective July 1, 2000;

AND, for the same consideration, Assignor, assigns, transfers and conveys to Assignee and its successors in interest, all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of Assignor's existing Intellectual Property prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all past and future acts of infringement and misappropriation, without recompense to Assignor;

AND, Assignor warrants that it has good and valid title to the Intellectual Property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

AND, Assignee, in consideration of the foregoing assignments and transfers, hereby transfers to Assignor a partnership interest in Assignee, and its successors and assigns, granting Assignor a percentage interest in Assignee, which may be assigned or transferred by Assignor without any restriction as it deems fit subject to the Limited Partnership Agreement of Compaq Information Technologies, L.P.;

AND, Assignee hereby warrants that it has rightful authority to transfer such partnership interest to Assignor, and Assignee has obtained prior written consent of all Partners of Assignee who have agreed to such transfer to Assignor;

AND, Assignee hereby agrees to compensate Assignor for Services pursuant to the terms of a Contract R&D Agreement dated May 31, 2001;

AND, Assignor, in consideration of the payment for Services, agrees to assign, transfer and convey all right, title and interest to any future Intellectual property developed in the course of performing the Services.

This Assignment Agreement will be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no

promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement effective as of May 31, 2001.

COMPAQ COMPUTER CORPORATION

By: *Ben K. Wells*

Ben K. Wells
Vice President and Treasurer

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared BEN K. WELLS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ COMPUTER CORPORATION**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20th day of JUNE, 2001.



Sharon Y. Cathey

COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.

By: Linda S Auwers

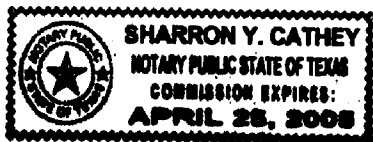
Linda S. Auwers
Vice President and Secretary
CPQ HOLDINGS, INC., General Partner

State of Texas §

County of Harris §

Before me, the undersigned notary public, on this day personally appeared Linda S. Auwers, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20th day of JUNE, 2001.



Sharron Y. Cathey

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Examiner

ARTICLES OF MERGER OF PARENT AND SUBSIDIARY CORPORATIONS
(General Laws, Chapter 156B, Section 82)

We, Ben K. Wells, *President / *Vice President,

and Linda S. Auwers, *Clerk / *Assistant Clerk,

of COMPAQ COMPUTER CORPORATION
(Exact name of corporation)

organized under the laws of DELAWARE and herein called the parent corporation,

certify as follows:

1. That the subsidiary corporation(s) to be merged into the parent corporation is/are:

NAME	STATE OF ORGANIZATION	DATE OF ORGANIZATION
DIGITAL EQUIPMENT CORPORATION	MASSACHUSETTS	8/23/57

RECEIVED

DEC 30 1988

CORPORATION DIVISION
SECRETARY'S OFFICE

2. The parent corporation, at the date of the vote, owned not less than ninety percent (90%) of the outstanding shares of each class of stock of the subsidiary corporation or corporations with which it has voted to merge.

Item 3 below may be deleted if all the corporations are organized under the laws of Massachusetts and if General Laws, Chapter 156B is applicable to them.

3. That in the case of each of the above named corporations, the laws of the state of its organization, if other than Massachusetts, permit the merger herein described, and that all action required under the laws of each such state in connection with this merger has been duly taken.

*Delete the inapplicable words. In case the parent corporation is organized under the laws of a state other than Massachusetts, these articles are to be signed by officers having corresponding powers and duties.

P.C.

4. That at a meeting of the directors of the parent corporation, the following vote, pursuant to General Laws, Chapter 156B, Section 82, Subsection (a) was duly adopted:

By unanimous vote of the Board of Directors of Compaq Computer Corporation on December 9, 1999, the following resolutions were duly adopted:

WHEREAS, the Board deems it advisable to merge Digital Equipment Corporation, a wholly owned subsidiary, into the Company; now therefore be it

RESOLVED, that the merger of Digital Equipment Corporation into the Company be and it hereby is approved, and the Company does hereby assume all of the liabilities and obligations of, and merge into itself, Digital Equipment Corporation;

FURTHER RESOLVED, that the merger shall become effective on midnight December 31, 1999;

FURTHER RESOLVED, that any Vice President or any Secretary/Clerk of the Company be and hereby is authorized and directed to execute a Certificate of Ownership and Merger setting forth a copy of these resolutions and to cause same to be filed with the Delaware Secretary of State and to execute Articles of Merger of Parent and Subsidiary Corporations and to cause same to be filed with the Massachusetts Secretary of the Commonwealth, and to take such further actions and to execute such documents as may be necessary to implement the merger; and

FURTHER RESOLVED, that the Board authorizes Michael D. Capellas, President and Chief Executive Officer of the Company, at his discretion, to amend or terminate and abandon this merger at any time prior to the time that the merger becomes effective with the Delaware Secretary of State and the Massachusetts Secretary of the Commonwealth.

Note: Votes, for which the space provided above is not sufficient, should be listed on additional sheets to be numbered 4A, 4B, etc. Additional sheets must be 8 1/2 x 11 and have a left hand margin of 1 inch. Only one side should be used.

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5. The effective date of the merger shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date, which shall not be more than *thirty days* after the date of filing:

December 31, 1999

Section 6 below may be deleted if the parent corporation is organized under the laws of Massachusetts.

6. The parent corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any corporation organized under the laws of Massachusetts with which it has merged, and any obligation hereafter incurred by the parent corporation, including the obligation created by General Laws, Chapter 156B, Section 82, Subsection (e), so long as any liability remains outstanding against the parent corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligations, including taxes, in the same manner as provided in Chapter 181.

SIGNED UNDER THE PENALTIES OF PERJURY, this 9th day of December, 19 99,

Ben K. Wells, *President / *Vice President,

Linda S. Auwers, *Clerk / *Assistant Clerk.

**Delete the inapplicable words. In case the parent corporation is organized under the laws of a state other than Massachusetts, these articles are to be signed by officers having corresponding powers and duties.*

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF MERGER OF PARENT AND SUBSIDIARY CORPORATIONS
(General Laws, Chapter 156B, Section 82)

I hereby approve the within Articles of Merger of Parent and Subsidiary Corporations and, the filing fee in the amount of \$ _____, having been paid, said articles are deemed to have been filed with me this _____ day of _____, 19 _____.

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Pat Corporation
2 Oliver St.
Boston, MA 02109

Telephone: _____