

FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027

Our Refs.: 45390-5005

03-18-1999



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P.5  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
TRADEMARK

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New  
 Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_  
 Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_  
 Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License  
 Security Agreement  Nunc Pro Tunc Assignment  
 Merger  
 Change of Name  
Effective Date  
Month Day Year  
9/30/98  
 Other \_\_\_\_\_

Conveying Party

\_\_\_\_ Mark if additional names of conveying parties attached

Name Macmillan Inc

Execution Date  
Month Day Year

3/4/99

Formerly \_\_\_\_\_

Individual Association  General Partnership  Limited Partnership  Corporation  Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

\_\_\_\_ Mark if additional names of receiving parties attached

Name Ahsuog Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2001 The Alameda

Address (line 2) San Jose, California 95126

Address (line 3) \_\_\_\_\_

Individual Association  General Partnership  Limited Partnership  Corporation  
\_\_\_\_ Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached

Citizenship/State of Incorporation/Organization California

03/17/1999 JSHABAZZ 00000076 75227192

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40.00 DP

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

Correspondent Name and Address

Area Code and Telephone Number (212) 309-6988

Name Kerry A. Krzynowek, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP, Attn: TMSU

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages Enter the total number of pages of the attached conveyance document including any attachments.

# 2

Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)

Registration Number(s)

75/227,192

Number of Properties Enter the total number of properties involved.

# 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed X

Deposit Account \_\_\_\_\_

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X No \_\_\_\_\_

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. Charges to deposit account are authorized, as indicated herein.*

Kerry A. Krzynowek  
Name of Person Signing

Kerry A. Krzynowek  
Signature

3/9/99  
Date Signed

**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made as of the 30th day of September 1998, by Macmillan, Inc., a Delaware corporation, having a principal business address at 1633 Broadway, New York, New York 10019 ("Assignor"), in favor of Ahsuog Inc., a California corporation, having a principal business address at 2001 The Alameda, San Jose, California 95126 ("Assignee").

WHEREAS, Assignor owned all right, title and interest in and to the trademark listed in the attached Schedule A (hereinafter, the "Mark"), the application for federal registration of the Mark, and the goodwill of the business developed through the use of the Mark;

WHEREAS, Assignee was the successor to the portion of the business of Assignor to which the Mark pertained and such business was at the time of the assignment, and still is, ongoing and existing; and


WHEREAS, the parties now wish to ratify and confirm this sale, assignment and transfer of all right, title and interest in and to the Mark, the application for federal registration of the Mark, and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, *nunc pro tunc* as of September 30, 1998, the entire right, title, and interest in and to the Mark and the pending application for federal registration of the mark, including the right to sue for past and future infringement, together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Signed this 4th day of March 1999.

MACMILLAN INC.

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

  
Walter Kazmierczak  
Vice President & General Manager

**SCHEDULE A**

U.S. Application

Mark

ADVANCED RESEARCH COUNCIL

Serial No.

75/277,192