

12-28-1999



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12/9/99

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

9

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**  
Effective Date  
Month Day Year

**Merger**

**Change of Name**

**Other**

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

**Citizenship/State of Incorporation/Organization**

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other

**Citizenship/State of Incorporation/Organization**

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. (Designation must be a separate document from Assignment.)

12/27/1999 DNGUYEN 00000178 1633007

FOR OFFICE USE ONLY

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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, DC 20230

**TRADEMARK**  
REEL: 002003 FRAME: 0813

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,633,007"/>	<input type="text" value="1,574,531"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

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.

Kevin A. Cahill

Name of Person Signing

Signature

12/9/99

Date Signed

**ASSIGNMENT OF TRADEMARKS**

Peregrine Systems, Inc., a Delaware corporation, located at 12670 High Bluff Drive, San Diego, California 92130 ("Assignor"), has previously adopted and used in its business the trademarks listed on Exhibit "A" attached hereto and fully incorporated herein ("Trademarks"), for which Assignor owns the federal trademark registrations with the United States Patent and Trademark Office as listed on Exhibit "A" ("Trademark Registrations").

Assignor and Tomorrow's Integrated Systems Corporation, a California corporation, located at 12250 Parkway Centre Drive, Poway, California 92064 ("Assignee") are parties to that certain Asset Purchase Agreement, dated June 30, 1999 ("Agreement"), pursuant to which Assignor agreed to sell, transfer and assign to Assignee certain intellectual property rights, including all right, title and interest in and to the Trademarks and the Trademark Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest in and to the Trademarks, the Trademark Registrations (and all renewals extensions thereof), together with the goodwill of the business associated with or symbolized by the Trademarks and Trademark Registrations, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks or Trademark Registrations, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives. This assignment is made pursuant to terms of the Agreement.

Assignor hereby irrevocably appoints Assignee as its attorney-in-fact coupled with an interest to act in Assignor's name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which any of the Trademarks or Trademark Registrations are pending or issued, or in which Assignee desires to seek protection for the Trademarks or Trademark Registrations. Assignor hereby represents and warrants that it has not previously assigned, transferred, pledged, liened or otherwise encumbered any of the Trademarks or Trademark Registrations or taken any other action which would conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of June 30, 1999.

PEREGRINE SYSTEMS, INC.,  
a Delaware Corporation

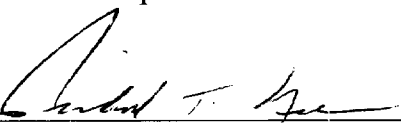
By:   
Name: Richard T. Nelson  
Title: *V.P.*

EXHIBIT "A"

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Fireproof	1,633,007	1/29/91
The Tourwatch Manager	1,574,531	1/2/90