

08-28-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Other _____

Effective Date
Month Day Year
07 01 2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Informix Software, Inc.

07 01 2001

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name International Business Machines Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) New Orchard Road

Address (line 2) _____

Address (line 3) Armonk

New York

10504

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- 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. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization New York

08/27/2001 AHMED1 00000164 090474 76081642

FOR OFFICE USE ONLY

01 FC:401 40.00 CH
02 FC:402 725.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002356 FRAME: 0170

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)

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.

Grazia T. Micewicz

Grazia T Micewicz

8/16/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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<input type="text" value="1526668"/>	<input type="text" value="1622254"/>	<input type="text" value="2006639"/>
<input type="text" value="2049448"/>	<input type="text" value="1277936"/>	<input type="text" value="1674833"/>
<input type="text" value="1483227"/>	<input type="text" value="1741690"/>	<input type="text" value="2209332"/>
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**Trademark Assignment
For the U.S.**

WHEREAS, Informix Corporation, a Delaware Corporation, and Informix Software, Inc., (both referred to as "Informix"), a Delaware Corporation, with a place of business at 4100 Bohannon Drive, Menlo Park, California 94025, has adopted, owns, used or is using, and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in the trademarks listed below (referred to as the "Trademarks");

WHEREAS, International Business Machines Corporation, a New York corporation, (referred to as "IBM"), is desirous of acquiring the entire right, title and interest, to the Trademarks, including the applications, registrations and common law rights, in and to the Trademarks, along with the goodwill associated therewith, for valuable consideration;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Informix hereby transfers and assigns to IBM, its successors and assigns, free and clear of all liens or other encumbrances, (other than Permitted Liens), and IBM hereby accepts the transfer and assignment of, the entire right, title and interest of Informix in and to the Trademarks including common law rights thereof and any rights based on an intent to use such Trademarks, as indicated on the attached schedules, along with the goodwill associated therewith, in all countries and regions of the world as indicated, including the right to file applications and obtain Trademarks under the terms of any international treaty or conventions, and further agrees to perform such lawful acts and to execute any and all trademark applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such trademark rights; and all renewals and extensions thereof which may be granted relating to the Trademarks; and Informix hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all further trademarks resulting from any applications pending with regard to the Trademarks, insofar as IBM's interest is concerned, to IBM as assignee of Informix's entire right, title and interest therein.

Informix also hereby transfers and assigns to IBM, its successors and assigns, and IBM hereby accepts the transfer and assignment of, any foreign rights to the Trademarks, in all countries and regions of the world, including the right to file applications and obtain trademarks under the terms of any international treaty or conventions, and further agrees to perform at IBM's expense, upon reasonable notice, such lawful acts and to execute any and all trademarks applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such trademark rights.

This Trademark Assignment is subject to and includes by reference all of the representations, warranties, covenants and indemnities of or by Informix with respect to the Intellectual Property set forth in the Master Purchase Agreement among IBM and Informix dated as of April 24, 2001 ("the MPA"). Capitalized terms used but not identified herein shall be the meanings given to such terms in the MPA.

Upon the written request of IBM, Informix hereby further agrees that Informix will sign all lawful papers, execute all renewal, extension and substitute applications, make all lawful oaths, and provide reasonable assistance to aid IBM, its successors, assigns and nominees to obtain and enforce proper protection for the Trademarks in all countries.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment by its respective duly authorized officer in their respective corporate names.

INFORMIX SOFTWARE, INC.

By [Signature]
Name
Title President
Date July 1, 2001

STATE OF)
) ss:
COUNTY OF)

Before me, the undersigned, a Notary Public of the State of New York
personally appeared James Foy having been sworn by me according to law did
depose and say he was the President of the Informix Software, and did
acknowledge the execution of the foregoing Patent Assignment on behalf of said Assignor. Inc.

WITNESS my hand and Notarial seal this 1st day of July.

[Signature]
Notary

GRACELANNE T. FAVARA
NOTARY PUBLIC, State of New York
No. 01FA5026546
Qualified in Kings County
Commission Expires April 25, 2002

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment by its respective duly authorized officer in their respective corporate names.

INFORMIX CORPORATION

By [Signature]
Name
Title President
Date July 1, 2001

STATE OF

COUNTY OF

) ss.
)

Before me, the undersigned, a Notary Public of the State of New York
personally appeared James Foy, having been sworn by me according to law did
depose and say he was the President of the Informix Corporation and did
acknowledge the execution of the foregoing Patent Assignment on behalf of said Assignor.

WITNESS my hand and Notarial seal this 1st day of July.

[Signature]
Notary

GRACEANNE T. FAVARA
NOTARY PUBLIC, State of New York
No. 01FA5026646
Qualified in Kings County
Commission Expires April 25, 2002

INTERNATIONAL BUSINESS
MACHINES CORPORATION

By Archie W. Colburn

Name

Title Director, Corporate Development

Date July 1, 2001

STATE OF)
) ss:
COUNTY OF)

Before me, the undersigned, a Notary Public of the State of New York
personally appeared Archie W. Colburn, having been sworn by me according to law did
depose and say he was the Dir., Corp. Development of the IBM Corporation and did
acknowledge the execution of the foregoing Patent Assignment on behalf of said Assignor.

WITNESS my hand and Notarial seal this 1st day of July.

Gracianne T. Favara
Notary

GRACIANNE T. FAVARA
NOTARY PUBLIC, State of New York
No. 01FA5026646
Qualified in Kings County
Commission Expires April 25, 2002

PENDING

INFORMIX CORPORATION

FORMATION	9	INFORMIX CORPORATION	75/474916	P
FORMATION ARCHITECT	9	INFORMIX CORPORATION	75/474937	P
FORMATION FLOW ENGINE	9	INFORMIX CORPORATION	75/474914	P
RED BRICK VISTA	9	INFORMIX CORPORATION	75/396409	P

INFORMIX SOFTWARE INC.

DYNAMIC CONNECT	9	INFORMIX SOFTWARE, INC.	76/081642	P
INFORMIX INTERNET FOUNDATION 2000	9	INFORMIX SOFTWARE, INC.	75/758785	P
INFORMIX INTERNET FOUNDATION 2000	9	INFORMIX SOFTWARE, INC.	75/738595	P
INFORMIX & DESIGN	9	INFORMIX SOFTWARE, INC.	76/081486	P
I.FOUNDATION	9	INFORMIX SOFTWARE, INC.	75/804009	P
I.INFORM	9	INFORMIX SOFTWARE, INC.	75/605459	P
REDBACK	9	INFORMIX SOFTWARE, INC.	75/199844	P
SOLUTIONS PORTAL	35, 41	INFORMIX SOFTWARE, INC.	75/699381	P

REGISTERED

INFORMIX CORPORATION

RED BRICK	9	INFORMIX CORPORATION	2033786	R
RED BRICK	9	INFORMIX CORPORATION	1641986	R
RISQL	9	INFORMIX CORPORATION	1656718	R
THE DATA WAREHOUSE COMANY	37, 42	INFORMIX CORPORATION	2096469	R
THE DATA WAREHOUSE COMPANY	9	INFORMIX CORPORATION	2124721	R
RED BRICK SYSTEMS	9	INFORMIX CORPORATION	1692490	R

INFORMIX SOFTWARE INC.

UNIDATA & DESIGN	9	INFORMIX SOFTWARE, INC.	1954125	R
VIEWPOINT	9	INFORMIX SOFTWARE, INC.	1943333	R
WINGZ	9	INFORMIX SOFTWARE, INC.	1654193	R
SUPERTERM	9	INFORMIX SOFTWARE, INC.	2127076	R
SMARTWARE	9	INFORMIX SOFTWARE, INC.	1554474	R
WINGZ & DESIGN	9	INFORMIX SOFTWARE, INC.	1679189	R
ZERO DEFECT DATA	9	INFORMIX SOFTWARE, INC.	1882813	R
UNIDATA	9	INFORMIX SOFTWARE, INC.	1412148	R
METACUBE	9	INFORMIX SOFTWARE, INC.	2100624	R
C-ISAM	9	INFORMIX SOFTWARE, INC.	1354741 73/418770	R
INFORMIX	9, 42	INFORMIX SOFTWARE, INC.	1589795	R
DATABLADE	9, 16	INFORMIX SOFTWARE, INC.	1887024	R
HYPERSCRIPT	9	INFORMIX SOFTWARE, INC.	1526668	R
I & DESIGN	9	INFORMIX SOFTWARE, INC.	1622254	R
ILLUSTRA	9, 16	INFORMIX SOFTWARE, INC.	2006639	R
INFORMIX-NEWERA	9	INFORMIX SOFTWARE, INC.	2049448	R
INFORMIX	9	INFORMIX SOFTWARE, INC.	1277936	R
PERFORM	9	INFORMIX SOFTWARE, INC.	1674833	R
INFORMIX & DESIGN	9	INFORMIX SOFTWARE, INC.	1483227	R
I.INFORMIX IN SYNC SOFTWARE				
PARTNERSHIP UNLIMITED	9	INFORMIX SOFTWARE, INC.	1741690	R
NEWERA	9	INFORMIX SOFTWARE, INC.	2209332	R
OBJECT KNOWLEDGE	9, 16	INFORMIX SOFTWARE, INC.	1996262	R

TRADEMARK