



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORD OFFICE OF THE U.S. PATENT AND TRADEMARK OFFICE

TRA 102178904

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

Tab settings => => =>

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

1. Name of conveying party(ies):

Quality Systems & Software Ltd. Magdalen Centre Oxford Science Park Oxford OX4 4GA UNITED KINGDOM

07.29.02

2. Name and address of receiving party(ies)

Name: Telelogic Doors UK Limited

Internal Address: Magdalen Centre

Street Address: Oxford Science Park

City: Oxford State: United Kingdom Zip: OX4 4GA

- Individual(s) Association General Partnership Limited Partnership

- Corporation-State United Kingdom Other:

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

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State United Kingdom Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Security Agreement Merger Change of Name Other

Execution Date: November 1, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,280,253

Additional number(s) attached Yes No

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

Name: Michael Bevilacqua, Esquire Internal Address: Hale and Dorr LLP Street Address: 60 State Street

City: Boston State: Massachusetts Zip: 02109

6. Total number of applications and registrations involved: one (1)

7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 08-0219

(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 Bevilacqua, Esquire Name of Person Signing

Signature

July 23, 2002 Date

Hale and Dorr LLP Attorney Reference Number: 113.605.120

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:

TRANSFER AGREEMENT

This Agreement has been made on the date set out below

BETWEEN

TELELOGIC TECHNOLOGIES UK LIMITED,

Oxford science Park,

Oxford, OX4 4GA

United Kingdom

(hereinafter referred to as "the Assignor")

a company incorporated under the laws of the United Kingdom.

and

TELELOGIC AB (556049-9690)

P.O. Box 4128

SE-203 12 Malmö,

Sweden

(hereinafter referred to as "the Assignee")

a company incorporated under the laws of Sweden

The Assignor and the Assignee are hereinafter jointly also referred to as "the Parties".

BACKGROUND

WHEREAS, the Assignor is the proprietor of the trade mark(s) and/or trade mark application(s) referred to in the Schedule A, attached hereto;

WHEREAS, it has been agreed between the Parties that the Assignor shall assign to the Assignee the said trade mark(s) and/or trade mark application(s).

NOW THEREFORE the Parties agree as follows.

1. Assignment and Transfer

1.1

[REDACTED]

[REDACTED] the Assignor hereby [REDACTED] transfers and assigns to the Assignee, its successors, and assigns all property, right, title and interest in and to the trade mark(s) and/or trade mark application(s) listed in Schedule A together with the goodwill pertaining to the said trade mark(s) and/or trade mark application(s).

1.2

The Assignor further assigns to the Assignee, its successors and assigns any and all claims for damages by reason of past and continuing infringement of the trade mark(s) and/or trade mark application(s) listed in Schedule A and the right to sue for and collect the same for its own use and benefit and for the use and benefit of its successors, or assigns.

1.3 Unless expressly stipulated in this Agreement, the Assignor shall not claim any title or rights in the trade mark(s) and/or trade mark application(s) after the effective date.

2. Right to use

2.1 [REDACTED]

2.2 [REDACTED]

3. Fees, charges and taxes

3.1 Any and all future or additional fees, charges and/or taxes payable for or in relation to the trade mark(s) and/or trade mark application(s) listed in Schedule A shall, as from the effective date, be paid and born by the Assignee and the Assignor shall have no liability or responsibility in relation thereto.

4. Liability

4.1 The Assignor shall have no liability or responsibility should the trade mark application(s) in Schedule A be, in whole or in part, denied or rejected.

4.2 The Assignor shall have no liability or responsibility should the trade mark(s) and/or trade mark application(s) in Schedule A be, in whole or in part, challenged and/or revoked and/or cancelled and/or held to infringe on any third parties industrial or intellectual property rights or other rights.

5. No challenge

5.1 The Assignor undertakes not to oppose, cancel or take any other action against the Assignees use and/or registration of the trade mark(s) and/or trade mark application(s) in Schedule A.

6. Co-operation for Intellectual Property protection

6.1 [REDACTED]

6.2 [REDACTED]

6.3 [REDACTED]

7. Effective Date

7.1 This Agreement shall enter into force and effect upon the signing of both Parties.

8. Amendments

8.1 Only those amendments and additions to this Agreement that are made in writing and signed by the Parties are valid.

9. Entire Agreement

9.1 The Agreement constitutes the entire agreement between the Parties on all issues to which the Agreement relates. The content of this Agreement supersedes all previous written or oral commitments and undertakings on issues to which the Agreement relates.

10. Severability

10.1 If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of the Agreement.

11. Waiver

11.1 No consent or waiver, express or implied, by either party of any breach or default of the other party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other party of the same or any other obligation hereunder. Any failure by one party to complain of any act or failure to act of the other party or to declare that other party in default shall not constitute a waiver by the first party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the party purporting to give the same.

12. Governing law

12.1 [REDACTED]

13. Arbitration

13.1 [REDACTED]

13.2 [REDACTED]

This Agreement has been executed in two copies of which the Parties have taken one each.

IN WITNESS WHEREOF this Assignment has been signed on behalf of the Parties

Oxford on June 3, 2002

Malmö on June 4, 2002

TELELOGIC TECHNOLOGIES
UK LIMITED

TELELOGIC AB

Mikael Palade

Anders Lidbeck

Signed by: Mikael Palade

Signed by: Anders Lidbeck

Schedule A

<u>Reg. No.</u>	<u>U.S Trade Mark</u>	<u>International class(es)</u>
2280253	DOORS	9