Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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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):	2. Name and address of receiving party(ies)
Applied Microsystems Corporation 8·25·03	Name: Metrowerks Corporation

1. Name of conveying party(ies):

Applied Microsystems Corporation   *8·25·03*

☐ Individual(s)
☐ General Partnership
☑ Corporation-State
☐ Other _____

☐ Association
☐ Limited Partnership

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

3. Nature of conveyance:

☑ Assignment
☐ Security Agreement
☐ Other_____

☐ Merger
☐ Change of Name

Execution Date: 11/01/02

2. Name and address of receiving party(ies)

Name: Metrowerks Corporation

Internal Address: MD:PL56

Street Address: 7700 West Parmer Lane

City: Austin   State: Tx Zip: 78729

☐ Individual(s) citizenship_____
☐ Association_____
☐ General Partnership_____
☐ Limited Partnership _____
☑ Corporation-State Texas
☐ 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,690,728

Additional number(s) attached ☑ Yes ☐ No

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

Name: Keon Robertson

Internal Address: MD:PL56

Street Address: 7700 West Parmer Lane

City: Austin   State: Tx   Zip: 78729

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)................... $ 265.00

☑ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

V.P. OF SEGMENT MARKETING

DAVID CLIFTON
Name of Person Signing

[signature]
Signature

8/18/03
Date

Total number of pages including cover sheet, attachments, and document: 7

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

**TRADEMARK
REEL: 002813 FRAME: 0093**

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

CONTINUATION OF ITEM 4 - APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S)

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

A.   Trademark Application No.(s)

75/688,007
78/089,615

B.   Trademark Registration No.(s)

2,079,931
2,579,000
1,921,550
2,271,081
2,292,036
2,008,180
2,273,633

Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Assignment") is made as of the 1st day of November, 2002, by and between Applied Microsystems Corporation, a Washington corporation ("Assignor"), and Metrowerks Corporation, a Texas corporation and wholly-owned subsidiary of Motorola, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated September 3, 2002, whereby Assignor has agreed to sell and Assignee has agreed to purchase substantially all of Assignor's assets ("Assigned Assets") related to Assignor's embedded systems development tools business (the "Business"); and

WHEREAS, the Assigned Assets include the trademarks, service marks and/or trade names and all applications therefor specified in Schedule A attached hereto which are owned by Assignor (collectively, "Trademarks"); and

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the Trademarks pertain; and

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1.   Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2.   Further Assurances. Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

3.   Assignment; Binding Effect. This Assignment shall be binding upon Assignor and its successors and assigns, if any, and Assignee and its successors and assigns, if any. This

Assignment shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns, if any.

4.   Amendment. This Assignment may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.

5.   Severability. In the event that any provision of this Assignment, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Assignment, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6.   Governing Law and Jurisdiction. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Washington without regard to its rules regarding conflicts of law. The parties agree that venue for any dispute arising under this Assignment will lie exclusively in the state or federal courts located in Cook County, Illinois, and the parties irrevocably waive any right to raise *forum non conveniens* or any other argument that Illinois is not the proper venue. The parties irrevocably consent to personal jurisdiction in the state and federal courts of the state of Illinois.
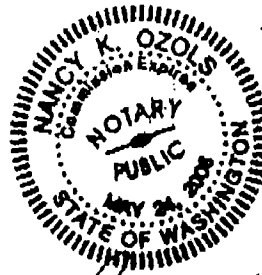
7.   Counterparts. This Assignment may be executed in several counterparts, including counterparts transmitted by facsimile or electronic mail, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.

Assignor:

APPLIED MICROSYSTEMS CORPORATION

By: _Robert C. Bateman_
Date: -
Its: _VP & CFO_

Assignee:

METROWERKS CORPORATION

By: _____
Date: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public in and for the County and State aforesaid, appeared _____, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

_____
Notary Public

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.

Assignor:

APPLIED MICROSYSTEMS CORPORATION

By: _____
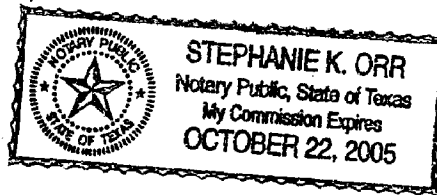
Date: _____

Its: _____

Assignee:

METROWERKS CORPORATION

By: _____

Date: _____

Its: _____ Pres & CEO _____

STATE OF _____ Texas _____)

COUNTY OF _____ Travis _____)

Before me, a Notary Public in and for the County and State aforesaid, appeared _____ Jim Welch _____, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

_____
Notary Public

STEPHANIE K. ORR
Notary Public, State of Texas
My Commission Expires
OCTOBER 22, 2005

SCHEDULE A

Trademark	Registration/ Application No.	Registration/ Application Date
CODETAP: Electronic test instruments for developing and testing microprocessor-based systems	U.S. Registration No. 1,690,728	06/02/92
CODETEST: Computer hardware and/or software for verifying the operational performance of computer software	U.S. Registration No. 2,079,931	07/15/97
CODEOPTIX: Collection of software products for testing and debugging embedded software	U.S. App. No. 75/688,007	4/22/99
LIVECODE: Software-based software editing system, namely, computer programs for use in developing other computer programs	U.S. Registration No. 2,579,000	6/11/02
NETROM: Computer programs in the nature of read only memory (ROM) emulators and accompanying documentation	U.S. Registration No. 1,921,550	09/26/95
POWERTAP: Computer hardware and software used by computer system designers to gain control of computer microprocessor operations so that such designers can develop and debug their hardware and software applications	U.S. Registration No. 2,271,081	8/17/99
SUPERTAP: Electronic test instruments for developing and testing microprocessor-based systems, namely, emulators for analyzing and debugging software programs	U.S. Registration No. 2,292,036	11/16/99
SYSTEM BROWSER: Computer hardware and software for developing and debugging software	U.S. App. No. 78/089,615 (See Schedule 4.8(g) for more detail)	10/22/01
VALIDATE: Computer programs and manuals sold as a unit for use in developing microprocessor software	U.S. Registration No. 2,008,180	10/15/96
VETHER: Software used to allow an emulator to communicate with a target via an Ethernet communication link	U.S. Registration No. 2,273,633	08/31/99

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WHEREAS, the Assigned Assets include the trademarks, service marks and/or trade names and all applications therefor specified in Schedule A attached hereto which are owned by Assignor (collectively, "Trademarks"); and

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the Trademarks pertain; and

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1.   Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2.   Further Assurances. Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

3.   Assignment; Binding Effect. This Assignment shall be binding upon Assignor and its successors and assigns, if any, and Assignee and its successors and assigns, if any. This

Assignment shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns, if any.

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5.   Severability. In the event that any provision of this Assignment, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Assignment, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6.   Governing Law and Jurisdiction. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Washington without regard to its rules regarding conflicts of law. The parties agree that venue for any dispute arising under this Assignment will lie exclusively in the state or federal courts located in Cook County, Illinois, and the parties irrevocably waive any right to raise *forum non conveniens* or any other argument that Illinois is not the proper venue. The parties irrevocably consent to personal jurisdiction in the state and federal courts of the state of Illinois.
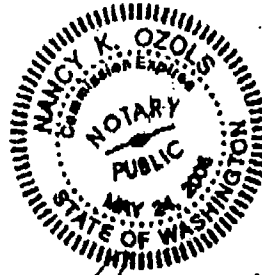
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rS6207622.02

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APPLIED MICROSYSTEMS CORPORATION

By: _Robert C. Bateman_

Date: _____

Its: _VP + CFO_

Assignee:

METROWERKS CORPORATION

By: _____

Date: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public in and for the County and State aforesaid, appeared _____, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

_____
Notary Public

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Assignor:

APPLIED MICROSYSTEMS CORPORATION
By: _____
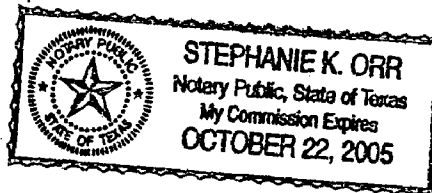Date: _____
Its: _____

Assignee:

METROWERKS CORPORATION
By: _____
Date: _____
Its: _____ *Pres : CEO* _____

STATE OF _____ Texas _____)

COUNTY OF _____ Travis _____)

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_____ Jim Welch _____, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

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STEPHANIE K. ORR
Notary Public, State of Texas
My Commission Expires
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