TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ADDRESS FOR THE RECEIVING PARTY ON ASSIGNS THE ENTIRE INTEREST DOCUMENT previously recorded on Reel 002037 Frame 0095. Assignor(s) hereby confirms the CHANGE OF ADDRESS. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|--------------|
| AMINO DEVELOPMENT CORPORATION | | 01/07/2000 | CORPORATION: |
| AMIGA, INC. | | 08/30/2004 | CORPORATION: |

RECEIVING PARTY DATA

| Name: | AMIGA, INC. |
|-----------------|-------------------------------------|
| Street Address: | 24403 256TH AVENUE SE, P.O. BOX 887 |
| City: | RAVENSDALE |
| State/Country: | WASHINGTON |
| Postal Code: | 98051 |
| Entity Type: | CORPORATION: |

| Name: | KMOS INC. |
|-----------------|-------------------|
| Street Address: | 225 FOSTER AVENUE |
| City: | KENTFIELD |
| State/Country: | CALIFORNIA |
| Postal Code: | 94904 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2319566 | TRANSPORT |

CORRESPONDENCE DATA

Fax Number: (212)521-5450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK REEL: 003567 FRAME: 0938

900080219

Phone: 212-521-5400

Email: BDEAN@REEDSMITH.COM

Correspondent Name: DARREN B. COHEN

Address Line 1: 599 LEXINGTON AVENUE

Address Line 2: 29TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10022-7650

| NAME OF SUBMITTER: | DARREN B. COHEN |
|--------------------|-------------------|
| Signature: | /DARREN B. COHEN/ |
| Date: | 06/26/2007 |

Total Attachments: 22

source=Amiga 75642361#page1.tif source=Amiga 75642361#page2.tif source=Assignment to Reg 2319266 #3#page1.tif source=Assignment to Reg 2319266 #3#page2.tif source=Assignment to Reg 2319266 #3#page3.tif source=Assignment to Reg 2319266 #3#page4.tif source=Assignment to Reg 2319266 #3#page5.tif source=Assignment to Reg 2319266 #3#page6.tif source=Assignment to Reg 2319266 #3#page7.tif source=Assignment to Reg 2319266 #3#page8.tif source=Assignment to Reg 2319266 #3#page9.tif source=Assignment to Reg 2319266 #3#page10.tif source=Assignment to Reg 2319266 #3#page11.tif source=Assignment to Reg 2319266 #3#page12.tif source=Assignment to Reg 2319266 #3#page13.tif source=Assignment to Reg 2319266 #3#page14.tif

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United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 5

Serial #: 75642361

Filing Dt: 02/17/1999

Reg #: 2319266

Reg. Dt: 02/15/2000

Registrant: Amiga Development LLC

Mark: AMIGA

Assignment: 1

Reel/Frame: 2037/0095

Received: 03/21/2000

Recorded: 02/15/2000

Pages: 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: AMIGA DEVELOPMENT LLC

Exec Dt: 12/29/1999

Entity Type: CORPORATION Citizenship: DELAWARE **Entity Type: CORPORATION**

Assignee: AMINO DEVELOPMENT CORPORATION

23800 SE KENT KANGLEY ROAD, SUITE 3 MAPLE VALLEY, WASHINGTON 98038

Citizenship: WASHINGTON

Correspondent: JENKENS & GILCHRIST, P.C.

P. WESTON MUSSELMAN, JR. 1445 ROSS AVENUE, STE. 3200 **DALLAS, TEXAS 75202-2799**

Assignment: 2

Reel/Frame: 2037/0080

Received: 03/21/2000

Recorded: 02/15/2000

Pages: 2

Conveyance: CHANGE OF NAME

Assignor: AMINO DEVELOPMENT CORPORATION

Exec Dt: 01/07/2000

Entity Type: CORPORATION Citizenship: WASHINGTON **Entity Type: CORPORATION** Citizenship: WASHINGTON

Assignee: AMIGA, INC.

23800 SE KENT KANGLEY ROAD, SUITE 3 MAPLE VALLEY, WASHINGTON 98038

Correspondent: JENKENS & GILCHRIST, P.C.

P. WESTON MUSSELMAN, JR. 1445 ROSS AVENUE, STE. 3200 **DALLAS, TEXAS 75202-2799**

Assignment: 3

Reel/Frame: 3211/0093

Received: 12/15/2005

Recorded: 12/15/2005

Pages: 14

Conveyance: ACQUISITION OF INTELLECTUAL PROPERTY

Assignor: KMOS INC.

Exec Dt: 08/30/2004 Entity Type: CORPORATION

Citizenship: DELAWARE Entity Type: CORPORATION

Citizenship: WASHINGTON

Assignee: AMIGA, INC.

24403 256TH AVENUE SE, P.O. BOX 887 **RAVENSDALE, WASHINGTON 98051**

Correspondent: DARREN B. COHEN

599 LEXINGTON AVENUE

29TH FLOOR

NEW YORK, NY 10022-7650

Assignment: 4

Reel/Frame: 3211/0156

Received: 12/15/2005

Recorded: 12/15/2005

Pages: 3

Conveyance: CHANGE OF NAME

Assignor: KMOS INC.

Exec Dt: 01/31/2005 Entity Type: CORPORATION

http://assignments.uspto.gov/assignments/q?db=tm&sno=75642361 REEL: 003567 FRAME: 0940

TRADEMARK 6/25/2007

Citizenship: CALIFORNIA

Entity Type: CORPORATION

Citizenship: WASHINGTON

Correspondent: DARREN B. COHEN

Assignee: AMIGA, INC.

599 LEXINGTON AVENUE

29TH FLOOR

NEW YORK, NM 10022-7650

Assignment: 5

Reel/Frame: <u>3237/0792</u> **Received:** 01/31/2006 **Recorded:** 01/31/2006 **Pages:** 7

CORRECTIVE ASSIGNMENT TO CORRECT THE ADDRESS AND STATE OF INCORPORATION FOR THE RECEIVING

Conveyance: PARTY ON CHANGE OF NAME DOCUMENT PREVIOUSLY RECORDED ON REEL 003211 FRAME 0156. ASSIGNOR(S)

HEREBY CONFIRMS THE CHANGE OF NAME.

24403 256TH AVENUE SE, P.O. BOX 887

RAVENSDALE, WASHINGTON 98051

Assignor: KMOS INC.

Exec Dt: 01/31/2005

Entity Type: CORPORATION Citizenship: CALIFORNIA

A, INC. Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: AMIGA, INC.

167 MADISON AVENUE

SUITE 301

NEW YORK, NEW YORK 10016

Correspondent: DARREN B. COHEN

599 LEXINGTON AVENUE

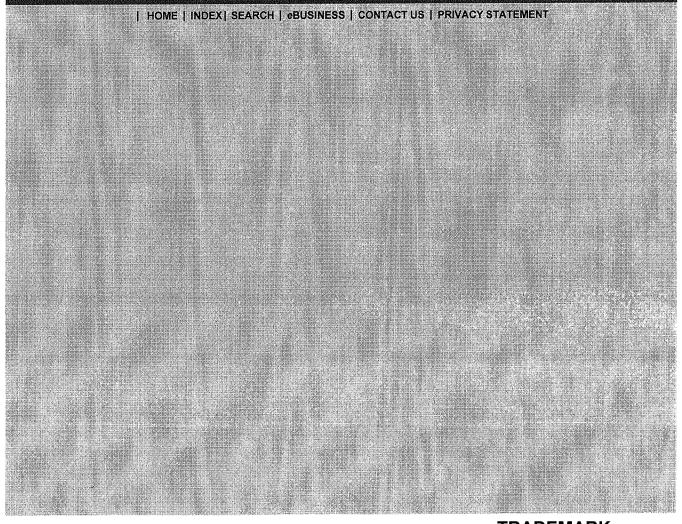
29TH FLOOR

NEW YORK, NY 10022-7650

Search Results as of: 06/25/2007 08:20 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1

Web interface last modified: April 20, 2007 v.2.0.1



http://assignments.uspto.gov/assignments/q?db=tm&sno=75642361

TRADEMARK 6/25/2007

REEL: 003567 FRAME: 0941



(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America

This public document

- 2. has been signed by Norman Goodman
- 3. acting in the capacity of County Clerk
- 4. bears the seal/stamp of the county of **New York**

Certified

- 5. At New York, New York 6. the 01st day of November 2006
- 7. by Special Deputy Secretary of State, State of New York
- 8. No. NYC-10474127A
- 9. Seal/Stamp

10. Signature

James Bizzarri

Special Deputy Secretary of State

CERTIFIED COPY

CERTIFIED to be a true and correct COPY

Of the Original Agreement on Acquisition and Assignment of Trademarks between

Assignor Amiga, Inc. and the Assignee, KMOS, Inc.

on the 30th day of August, 2004

in respect of the intellectual properties listed in Exhibit A of said Agreement.

SO CERTIFIED this 5th day of September, 2006,

at New York, New York

Darren B. Cohen, Attorney

Intellectual Property Partner

Reed Smith LLP

599 Lexington Avenue

29th Floor

New York, New York 10022

212 549 0346

Fax 212 521.5450

COMMISSIONER OF DEEDS,

CITY OF NEW YORK

State of New York
County of New York

TEVEN M. GSTZOFF

City of Land A No. 3-3248 Certificate files at New York County

Septuber 1, 2008

NYLIB-349137.1-PECAREY 9/5/06 2:49 PM

TRADEMARK

REEL: 003567 FRAME: 0943

AGREEMENT ON ACQUISITION OF SOFTWARE, CONTENT, COMPORATE NAME AND BRAND, LOGO, TRADEMARKS, DOMAIN NAMES, MATENT RIGHTS AND OTHER INTELLECTUAL PROPERTY ("AGREEMENT") AUGUST 30, 2004

This Agreement is made on the 30th day of August 2004 by and between KMOS Inc. a Delaware corporation ("KMOS") with its address at 225 Foster Avenue, Kentfield, CA 94904 and Amiga Inc., a Washington corporation ("Amiga") with its address at 24403 256th Avenue SE, P.O. Box 887, Ravensdale, WA 98051.

Recitals

- A. Amiga is in default of a Loan Facility Agreement between it and Itec LLC dated May 11, 2003 and a related Security Agreement between the same parties dated July 3, 2003.
- B. KMOS, Inc. has subsequently acquired all right, title and interest of Itec LLC under said Loan Facility Agreement and Security Agreement, as a result of which KMOS now has the right and to foreclose on all intellectual property of Amiga pursuant to said Loan Facility Agreement and Security Agreement.
- C. Amiga has been unable to obtain funding to continue the business of Amiga, and Amiga at present has no money to meet its obligations or to pay for additional legal expenses, including legal expenses of bankruptcy.
- D. KMOS and Amiga have agreed to resolve the issue of Amiga's default, as hereinafter set forth, in a manner that is fair to other secured and senior creditors of Amiga including the employees of Amiga.

Agreement

- Assignment of Assets. For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Amiga hereby transfers and assigns to KMOS all of Amiga's right, title and interest in the following assets:
 - (a) all rights to and revenue accruing to the intellectual property of Amiga Inc., including but not limited to all software, applications and services for the Amiga Operating System versions 1.0 through and including version 4.0, as well as AmigaDE products and services, including the Amiga Anywhere Content Engine (AACE), Amiga Anywhere and associated services within the DE family of products (listed in Schedule I);

- (b) all titles of content, including but not limited to the AmigaD applications/games (listed in Schedule II);
- (c) ownership and all rights to the corporate and brand name "Amiga" the Amiga Logo, all "Amiga" trademarks, all "Amiga" domain names;
- (d) all rights pursuant to agreements with Amiga developers, and licensees;
- (e) all rights pursuant to the "Non-Exclusive Patent License Agreement" dated December 1999 between Amiga Development LLC, a wholly-owned subsidiary of Gateway, Inc. and Amino Development Corporation, now called Amiga Inc.; and
- (f) all and any other tangible rights, goodwill and intellectual property of Amiga.
- 2. Payment. It is agreed by the two parties that payment in full for the purchase of all the Intellectual Property per this Agreement consists of (a) Cash advances made to Amiga, under the Loan Facility Agreement, totaling Two Hundred Seventy Four Thousand Four Hundred Twenty Two Dollars (US \$270,422.00) as of the effective date of this Agreement, and (b) four million (4,000,000) shares of KMOS common stock.
- 3. Delivery of Documentation and Assignments. Amiga agrees to deliver to KIMOS no later than September 2, 2004 physical documentation of all Amiga software including but not limited to the Amiga Operating System, and the AmigaDE and related software, as well as all content hereby assigned and duly executed and notarized assignment forms in the form attached hereto.
- 4. Use of Amiga Name, Brand, Logo, Trademarks and Domain Names. Amiga agrees that no later than September 2, 2004, Amiga Inc. will change its name to one not including the word "Amiga", that it will cease to use the Amiga name or the Amiga Logo in any of its activities, products, websites or corporate entities and documents, and that it will ensure that no affiliated entities (including but not limited to those referenced in Subsection 1 (e) continue to use the Amiga name in any way.
- 5. Revenue from Existing Amiga Contracts and Licensees. Amiga agrees that, effective immediately upon the signing of this Agreement, any and all revenue to Amiga from existing contracts and licenses including, for the use of the Amiga name, Logo's, Trademarks, Content, AmigaDE content and services, as well as associated Amiga Operating System revenues including but not limited to the contract between Amiga and Hyperion BV and Eyetech Ltd., will belong to and will be paid directly to KMOS. Amiga agrees immediately to notify all entitles or persons owing such contract payments, in

writing, of this assignment and to direct that all future payments be made directly to KMOS. Copies of such notices shall be sent to KMOS.

- 6. Representations and Warranties by Amiga. Amiga represents and warrants to KMOS as follows:
 - (a) Authority of Amiga. Amiga has full power and authority to enter in this Agreement and to consummate the transactions contemplated herein and therein. This Agreement has been duly executed and delivered by Amiga and is or upon execution will be a valid and legally binding obligation of Amiga in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein or therein will constitute or cause a breach or violation of a covenant or obligation binding upon Amiga or affecting assets hereby assigned.
 - (b) <u>Title to Assets</u>. Amiga has complete and unrestricted power to sell, assign and deliver to KMOS unencumbered marketable title to the assets hereby assigned by Amiga.
 - (c) <u>Satisfaction of Amiga Obligations</u>. Amiga's entering in this Agreement with KMOS will enable it to meet its obligations to other secured and senior creditors and employees.
- 7. Representations and Warranties by KMOS. KMOS represent and warrant to Amiga that KMOS has full power to enter into this Agreement and to consummate the transactions contemplated herein, and neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute or cause a breach or violation of any covenant or obligation binding upon KMOS.
- 8. Indemnification. Amiga hereby indemnifies and holds KMOS harm ess against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense (including, without limitation, reasonable attorneys' fees and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting and litigation or claim, action, suit, demand, arbitration proceeding or other proceeding), of any kind or character, arising out of or in any manner incident, relating or attributable to: (i) any material inaccuracy in a representation or any breach of a warranty of Amiga contained in this Agreement or otherwise made or given in connection with this Agreement, (ii) any failure by Amiga substantially to perform or observe, or to have substantially performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement or under any certificate or other document or agreement executed by Amiga in connection with this Agreement or (iii) the reliance by KMOS on other information furnished by Amiga.

9. General Provisions.

- (a) Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California.
- (b) Successors and Assigns. All of the terms and provisions of this Agreement by or for the benefit of the parties shall be binding upon and inure to the benefit of their successors, assigns, heirs and personal representatives.
- (c) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original but all of which together shall constitute one and the same Agreement.
- (d) Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed or mailed by certified or registered mail with postage prepaid.
- (e) Attorneys Fees. All legal fees charged by the parties' respective counsel in reviewing such draft documents shall be borne by the party having engaged such counsel. In the event that litigation is the reafter commenced to interpret or enforce this Agreement, the prevailing party herein shall be entitled to recover its costs of suit, including reasonable attorney's fees.
- (f) Satisfaction of Claims. KMOS agrees that Amiga's full performance under this Agreement shall constitute a satisfaction of Amiga's rights and claims under said Loan Facility Agreement and Security Agreement.

In witness whereof, the parties have executed this Agreement as of the effective date hereinabove set forth.

For KMOS, Inc.

For Amiga, Inc.

Garry Hare, CEO

Bill McEuren CEO

AmigaDE Technology Inventory

The AmigaDE (Digital Environment) is a set of technologies which aim to provide a total content solution which provides the following services to a customer;

- 1. A growing set of high quality entertainment, productivity and communications content provided by over 3000 registered developers.
- 2. A hardware agnostic runtime environment
- 3. An end user environment that can be customised, skinned, branded and themed.

AmigaDE products

- 1. AmigaDE Software Development Kit (SDK)
- 2. AACE Player
- 3. Gamccards
- 4. Host Dressed Standalone Packages
- 5. Over 30 third party pieces of content
- A set of internally developed productivity, communication and entertainment applications

AmigaDE Inventory

- 1. Deployer (multi target runtime environment builder)
 - a. Windows
 - b. Linux
 - c. PocketPC
 - d. Smartphone
- 2. Packager content packager
- 3. CASS (Core Amiga Services Set)
 - a. Shipping service
 - i. Trailers
 - ii. Packages
 - b. Content service
 - c. Organisation service
 - i. Pluggable Patterns
 - d. Semantic service
 - 1. Description Sets
 - ii. Collections
 - iii. Vocabularies
 - e. Activity service
 - f. Storage service
 - g. AmiDB inverted list database
- 4. D2 (Configurable User content centric environment)
- 5. Ami2D
 - a. Scaling service
 - b. Sprites and Bobs service
 - c. Prism reconfigurable user environment
 - d. Fix font service
 - e. Matrix Transformation service

- 6. Bones GUI toolkit
- 7. RPAs Reactive Presentation Agents
- 8. Applications
 - a. MP3 player
 - b. Media player ·
 - c. PhotoViewer
 - d. Calculator

Inventory currently in development

- 1. Organiser
 - a. Contacts
 - b. Diary
 - c. NoteTaker
- 2. All Format Communication Client
 - a. AudioPhone
 - b. VideoPhone
 - c. XMS
 - d. Instant Messaging
 - c. Email
 - f. Message Manager
- 3. MediaManager
 - a. Audio
 - b. Video
 - c. Picture
 - d. Broadcast
 - e. Librarian

<u>ASSIGNMENT OF CORPORATE NAME AND BRAND "AMIGA" AND AMIGA LOGO</u>

WHEREAS, Amiga Inc., a corporation organized under the laws of the State of Washington, United States of America, with its principal place of business at 24403 256th Avenue SE, P.O. Box 887, Ravensdale, WA 98051, owns and uses and has used the name "Amiga" as its corporate names of various subsidiaries, as well as a brand and name of products, and has licensed the same to third parties to be used in their products (such as Amiga One).

WHEREAS, Amiga Inc. owns and uses the Amiga Logo in products, websites, and various corporate documents.

WHEREAS, KMOS Inc., 225 Foster Avenue, Kentfield, CA 94904, wishes to acquire all rights, title and interest to the corporate name and hrand "Amiga" and the Amiga Logo together with the goodwill symbolized by the same.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Amiga Inc., hereby assigns to KMOS Inc. all rights, title and interest in and to the corporate name and brand "Amiga" and the Amiga Logo, together with the goodwill associated with the same.

FURTHER, it is agreed that

- (i) Amiga Inc. will change its corporate name and the names of all subsidiaries and/or affiliates using the name and will no longer use the name "Amiga" in any way whatsoever effective immediately with the signing of this assignment.
- (ii) Amiga Inc. will not use the brand "Amiga" in any new software or hardware products.
- (iii) Amiga Inc. will no longer use the Amiga Logo in any new software or hardware products, websites or corporate documents.
- (iv) Amiga Inc. will assign to KMOS Inc. all licensing agreements with third parties with respect to the use of the "Amiga" brand.

AMILLA Inc.

Bill McEwen

President

STATE OF WASHINGTON KING COUNTY

Bill McEwen, hereby duly sworn, acknowledges that he is the President of Amiga Inc., and has authority to execute this assignment on behalf of Amiga Inc.

Subscribed and sworn to before me this 30th day of

FEB. 20, 2008

Notary Public in and for the State of Washington

My commission expires: Feb. 20, 2008

ASSIGNMENT OF TRADEMARKS

WHEREAS, Amiga Inc., a corporation organized under the laws of the State of Washington, United States of America, with its principal place of business at 24403 256th Avenue SE, P.O. Box 887, Ravensdale, WA 98051, has used and is using the trademants set forth in the attached Exhibit A and all common law marks directly related to the business of Amiga Inc. and Amiga International, Inc (collectively referred to as the "Amiga Marks");

WHEREAS, KMOS Inc., 225 Foster Avenue, Kentfield, CA 94904, wishes to acquire all rights, title and interest Amiga Inc., has in and to the Amiga Inc., together with the goodwill symbolized by the Amiga Marks;

WHEREAS, Amiga Inc. is willing to assign the Amiga Marks subject to a non-exclusive license to use the Amiga Marks as specifically set forth in the Trademark License Agreement between Amiga Inc. and Amino Development Corporation,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Amiga Inc., hereby assigns to KMOS Inc., all rights, tiple and interest in and to the Amiga Marks, together with the goodwill of the business associated with the Amiga Marks. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Bill McEwen

President

STATE OF WASHINGTON KING COUNTY

Bill McEwen, hereby duly sworn, acknowledges that he is the President of Amiga Inc., and has authority to execute this assignment on behalf of Amiga Inc.

Subscribed and sworn to before me this

2^{†L} day of

MOTARY

lugust 2004

FE5. 20, 2008

stephanier Strikland

Notary Public in and for the State of Washington

My commission expires: Feb. 20, 2008

<u>ASSIGNMENT OF DOMAIN NAMES</u>

WHEREAS, Amiga Inc., a corporation organized under the laws of the State of Washington, United States of America, with its principal place of business at 24403 256th Avenue SE, P.O. Box 887, Ravensdale, WA 98051, has used and is using the internet domain names set forth in the attached Exhibit A, hereinafter referred to as the "Amiga Domain Names;" and

WHEREAS, KMOS Inc., 225 Foster Avenue, Kentfield, CA 94904, wishes to acquire all rights, title and interest Amiga Inc., has in and to the Amiga Domain Names, together with the goodwill symbolized by the Amiga Domain Names,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Amiga Inc., hereby assigns to KMOS Inc. all rights, title and interest in and to the Amiga Domain Names, together with the goodwill of the business associated with the Amiga Domain Names and all content owned by Amiga Inc. on the internet domains referenced by the Amiga Domain Names.

MINION SIC.

Bill McEwer

President

STATE OF WASHINGTON KING COUNTY

Bill McEwen, hereby duly sworn, acknowledges that he is the President of Amiga Inc., and has authority to execute this assignment on behalf of Amiga Inc.

Subscribed and sworn to before me this 30th day of august 2004

PUBLIC OF WASHINGTON

Stephanton Striftland

Notary Public in and for the State of Washington

My commission expires: Feb. 20, 2008

EXHIBIT A

| COUNTRY | MARK | REGISTRATION NO. | APPLICATION NO. |
|----------------|-----------------------------|------------------|-----------------|
| ALBANIA | AMIGA | 4729 | |
| ALDANIA | AWIOA | 1125 | |
| ARGENTINA | AMIGA . | 1399455 | |
| AUSTRALIA | AMIGA | 424909 | |
| | POWERED BY AMIGA | 755890 | |
| AUSTRIA | AMIGA | 110982 | |
| BAHAMAS | AMIGA | 12469 | |
| | AMIGA | 12470 | |
| BAHRAIN. | AMIGA | 10854 | |
| BENELUX | AMIGA | 409427 | |
| BERMUDA | AMIGA | | 29891 |
| BOLIVIA | AMIGA | 46735 | |
| BULGARIA | AMIGA | 17594 | |
| CANADA | AMIGA | TMA337150 | |
| | AMIGA-LAN | TMA433841 | |
| | AMIGA-LINK POWERED BY AMIGA | TMA423652 | 870333 |
| | | | |
| CHILE | AMIGA | | 436389 |
| COLOMBIA | AMIGA | 132489 | |
| | AMIGA (Cl. 16) | 270272 | |
| COSTA RICA | AMIGA | 112004 | |
| CROATIA | AMIGA | Z980593 | |
| CYPRUS | AMIGA | 38379 | |
| | AMIGA (CI. 16) | 38380 | |
| CZECH REPUBLIC | AMIGA POWERED BY AMIGA | 168243 | 130630 |
| DENMARK | AMIGA | VR22151985 | |
| | AMIGA WORLD | VR24651991 | |

EXHIBIT A - 1

| COUNTRY | MARK | REGISTRATION NO. | APPLICATION NO. |
|----------------|---------------------|------------------|-----------------|
| ECUADOR | | | Total NO. |
| LOGADOIX | AMIGA | 753 | |
| | AMIGA | 757 | |
| EL SALVADOR | 100 | | |
| | AMIGA | 38122 | |
| EUROPEAN COMMU | NITY AMICA | | |
| | POWERED BY AMIGA | | 815779 |
| | OVERED BY AMIGA | 697243 | |
| FINLAND | AMIGA | | |
| | AWIGA | 98882 | |
| FRANCE | AMIGA | | |
| | , wild | 1304517 | |
| GERMANY | AMIGA (Cl. 9 & 16) | 40000 | . |
| | AMIGA (STYLIZED) | 1085602 | |
| | AMIGA | 395322006 | |
| | AMIGA DOS | DD647540 | |
| | AMIGA OS | 1159021 | |
| | AMIGA VIP | 39546400 | |
| | AMIX | 1177763 | |
| | POWERED BY AMIGA | 1155582 | |
| | VIRTUAL PRODUCTS | 39737629 | |
| | VIKTOAL PRODUCTS | 39537973 | |
| GREECE | AMIGA | 00440 | |
| | | 80142 | |
| HONDURAS | AMIGA | | |
| | | | 635498 |
| HONG KONG | AMIGA (3267of1987) | 0000 | |
| | AMIGA (05347of1994) | 32671987 | |
| | V AMIGA & DESIGN | 53431994 | |
| | THINION & DESIGN | 10611995 | |
| HUNGARY | AMIGA | | |
| | AMIGA (Cl. 16) | 129804 | |
| | POWERED BY AMIGA | M9902335 | |
| | I OWERED BY AMIGA | 155778 | |
| CELAND | | | |
| | 5661998 | | |
| NDIA | AMIGA | | |
| | | 439252 | |
| | POWERED BY AMIGA | | 793159 |
| NDONESIA | DOMEDED | | |
| | POWERED BY AMIGA | | D9808204 |
| RELAND | AMIOA | | |
| // | AMIGA | 115943 | |
| SRAEL | | | |
| | AMIGA | | 119471 |

EXHIBIT A – 2

| COUNTRY | MARK | REGISTRATION NO. | APPLICATION NO. |
|--|------------------------|------------------|-----------------|
| | | | D1100000775 |
| TALY | AMIGA | <u> </u> | RM98C002775 |
| | AMIGA (Cl. 16) | <u></u> | RM99C003212 |
| ADAN | AMIGA | 3501285 | |
| APAN | AMIGA (Cl. 16) | 4281299 | |
| <u></u> | POWERED BY AMIGA | 1551798 | |
| | TOWER COST ANNOT | 1001100 | |
| ENYA | AMIGA | 33567 | |
| | | | |
| CUWAIT | AMIGA | | 41548 |
| | | 40004 | |
| EBANON | AMIGA | 48261 | |
| LIECHTENSTEIN | AMIGA | 10836 | |
| | | | |
| MACEDONIA | AMIGA | | Z311/98 |
| | | | |
| MALAWI | AMIGA | 16586 | |
| 1401 43/014 | 1000 | | 9813951 |
| MALAYSIA | AMIGA POWERED BY AMIGA | | 9805487 |
| · | POWERED BY AWIGA | | 9003407 |
| MALTA | AMIGA | | 28595 |
| | POWERED BY AMIGA | | 28523 |
| | | | |
| MAURITIUS | AMIGA | | pending - no# |
| MEXICO | AMIGA | 333995 | |
| MEXICO | AWIOA | 333333 | |
| MONGOLIA | AMIGA | 744 | |
| and the second s | | | |
| MOROCCO | AMIGA | 37529 | |
| n panty p deplets on a to the | | 457000 | |
| NEW ZEALAND | AMIGA | 157903 | |
| NIGERIA | AMIGA | 49421 | |
| | 1 | | |
| NORWAY | AMIGA | 133077 | |
| | POWERED BY AMIGA | 192653 | |
| | | | 1=00 |
| OMAN | AMIGA | | 17864 |
| DAKIOTAN | 1000 | 00000 | |
| PAKISTAN | AMIGA | 88283 | 446622 |
| | POWERED BY AMIGA | | 146633 |

EXHIBIT A – 3

| AMIGA | | 95625 |
|--|---|---|
| Airiiga | • | |
| 1 | | |
| AMIGA . | 213312 | |
| | | |
| AMIGA | 75504 | |
| AMIGA (Cl. 16) | 71635 | |
| AMIGA | | 419983690 |
| 1 | ************************************** | 419983254 |
| POWEIGE BY AIMIGA | | 113303234 |
| AMIGA | 67580 | |
| AMIGA (Cl. 16) | 78668 | |
| POWERED BY AMIGA | | Z183870 |
| IAMICA | 220722 | · |
| | | |
| AMIGA (CI. 16) | 2//0// | |
| AMIGA | | pending - no# |
| | | |
| AMIGA | 16323 | |
| AMIGA | <u> </u> | 9870931 |
| POWERED BY AMIGA | <u> </u> | 98703618 |
| AMIGA (CI. 16) | | 99707441 |
| | | |
| AMIGA | | 45184 |
| AMIGA | 497585 | |
| POWERED BY AMIGA | | TM221898 |
| | | |
| | 168243 | |
| POWERED BY AMIGA | | POZ049298 |
| AMIGA | Z9870743 | |
| | 050003 | |
| and the second of the second o | 852637 | 08/02523 |
| POWEKED BY AMIGA | | 98/02533 |
| AMIGA (new) | 448079 | |
| POWERED BY AMIGA | 445398 | |
| | | |
| | | |
| AMIGA AMIGA (Cl. 16) | | (still unfiled) |
| | AMIGA AMIGA AMIGA POWERED BY AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA POWERED BY AMIGA AMIGA AMIGA POWERED BY AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA AMIGA POWERED BY AMIGA AMIGA AMIGA POWERED BY AMIGA AMIGA AMIGA POWERED BY AMIGA AMIGA | AMIGA 75504 AMIGA (Cl. 16) 71635 AMIGA POWERED BY AMIGA AMIGA 67580 AMIGA (Cl. 16) 78668 POWERED BY AMIGA AMIGA 230733 AMIGA (Cl. 16) 277677 AMIGA 16323 AMIGA 16323 AMIGA POWERED BY AMIGA AMIGA (Cl. 16) AMIGA 497585 POWERED BY AMIGA AMIGA 168243 POWERED BY AMIGA AMIGA 168243 POWERED BY AMIGA AMIGA 29870743 AMIGA 29870743 AMIGA 852637 POWERED BY AMIGA AMIGA 852637 POWERED BY AMIGA |

EXHIBIT A - 4

| COUNTRY | MARK | REGISTRATION NO. | APPLICATION NO. |
|--|----------------------------------|--------------------|---------------------------------------|
| SRI LANKA | AMIGA | 50465 | |
| SWEDEN | AMIGA | 210726 | |
| SWITZERLAND | AMIGA | 338597 | |
| | POWERED BY AMIGA | 453686 | |
| THAILAND | AMIGA | KOR38198 | · · · · · · · · · · · · · · · · · · · |
| TUNISIA | AMIGA | <u> </u> | EE981074 |
| TURKEY | AMIGA POWERED BY AMIGA | | : |
| UKRAINE | POWERED BY AMIGA | | 98020718 |
| UNITED ARAB EMIRATES | AMIGA | | 27877 |
| UNITED KINGDOM | AMIGA (Cl. 16) | 1456170 | |
| | AMIGA (Cl. 25) AMIGA (Cl. 28) | 1482455 1482456 | |
| | AMIGA DOS (Cl. 9) | 1505620 | |
| | AMIGA DOS (Cl. 16) | 1505621 | |
| | AMIGA | 1239165 | |
| | POWERED BY AMIGA | | 2159200 |
| UNITED STATES | AMIGA | 1401045 | |
| | AMIGA (Cl. 16) | | 75642361 |
| | POWERED BY AMIGA | | 75343350 |
| , and the state of the property of the state of the stat | WORKBENCH | 1761068 | |
| | BOING BALL DESIGN | | newly filed app |
| URUGUAY | AMIGA | 289167 | |
| VENEZUELA | AMIGA | 128875F | |
| VIETNAM | POWERED BY AMIGA | 31340 | |
| YUGOSLAVIA | AMIGA | 30848 | |
| | POWERED BY AMIGA | | Z23198 |
| ZIMBABWE | AMIGA | 736/98 | |

TRADEMARK

REEL: 003567 FRAME: 0961

RECORDED: 06/26/2007