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What is the purpose of an assignment and assumption agreement

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General Assignment and Assumption Agreement between 3COM CORPORATION and PALM, INC. 2000 TABLE OF CONTENTS Page — ARTICLE I CONTRIBUTION AND ASSUMPTION 1 Section 1.1 Contribution of Assets and Assumption of Liabilities. 1 Section 1.2 Palm Assets. 2 Section 1.3 Palm Liabilities. 3 Section 1.4 The Non-US Plan. 5 Section 1.5 Methods of Transfer and Assumption. 5 Section 1.6 Governmental Approvals and Consents. 6 Section 1.7 Nonrecurring Costs and Expenses. 7 Section 1.8 Novation of Assumed Palm Liabilities. 7 ARTICLE II LITIGATION. 8 Section 3.3 Notices. 9 Section 3.2 Octoor 3.2 Cooperation. 8 ARTICLE III MISCELLANEOUS. 9 Section 3.2 Cooperation. 9 Section 3.2 Governing Law. 9 Section 3.3 Notices. 9 Section 3.4 Parties in Interest. 9 Section 3.5 Counterparts. 10 Section 3.6 Assignment. 10 Section 3.7 Section 3.1 Expenses. 11 Section 4.2 Action. 11 Section 4.3 Affiliated Company. 11 Section 4.3 Affiliated Company. 11 Section 4.3 Affiliated Company. 11 Section 4.4 Assets. 11 Section 4.2 Action. 11 Section 4.3 Distribution Date. 13 Section 4.9 Distribution Date. 13 Section 4.10 Governmental Approvals. 13 Section 4.11 Governmental Authority. 13 Section 4.12 Insurance Policies. 13 Section 4.15 Insurance Policies. 13 Section 4.15 Insurance Policies. 14 Section 4.15 Insurance Policies. 14 Section 4.16 Pol Registration Statement. 14 Section 4.19 Non-US Plan. 14 Section 4.20 Plan. 15 Section 4.20 Plan Business. 17 Section 4.20 Plan Business. 17 Section 4.20 Plan Business. 17 Section 4.30 Retained Receivables. 17 Section 4.30 Separation Agreement. 18 Section 4.30 Separation Date. 17 Section 4.30 Separation Date. 17 Section 4.30 Separation Date. 18 Section 4.30 Separation Date. 19 Section 4.30 Separation Da
  terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in Article IV hereof. RECITALS WHEREAS, 3Com hereby and by certain other instruments of even date herewith transfers or will transfer to Palm Business owned by 3Com in accordance
 with the Master Separation and Distribution Agreement dated as of December ____, 1999 between the 3Com and Palm Computing, Inc., a California company (the "Separation Agreement"). WHEREAS, it is further intended between the parties that Palm assume certain of the liabilities related to the Palm Business currently owed by 3Com, as provided in this Agreement, the Separation Agreement or the other agreements and instruments provided for in the Separation Agreement. NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, the parties hereto agree as follows: ARTICLE I CONTRIBUTION AND ASSUMPTION Section 1.1 Contribution of Assets and Assumption of Liabilities. (a) Transfer of Assets. Effective on the Separation Date, 3Com hereby assigns, transfers, conveys and deliver) to Palm, or, pursuant to Section 1.4, to any applicable Palm Subsidiary, and Palm hereby accepts from 3Com, or applicable
 3Com Subsidiary, and agrees to cause its applicable Palm Subsidiary to accept, all of 3Com's and its applicable Subsidiaries' respective right, title and interest in Palm Assets, other than the Delayed Transferred pursuant to another Ancillary Agreement shall not be assigned or transferred pursuant to this Section 1.1(a). (b) Assumption of Liabilities. Effective on the Separation Date, Palm hereby assumes and agrees faithfully to perform and fulfill), all the Palm Liabilities owed by 3Com, other than the Delayed Transfer Liabilities, in accordance with their respective terms. Thereafter, Palm shall be responsible (or will cause any applicable Subsidiary to de responsible) for all Palm Liabilities arose or arise, or whether the facts on which they are based occurred prior to, on or after the date hereof, regardless of where or
  against whom such Liabilities are asserted or determined (including any Palm Liabilities arising out of claims made by 3Com's or Palm's respective directors, officers, consultants, independent contractors, employees or agents against any member of the 3Com Group or the Palm Group) or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of law, fraud or misrepresentation by any member of the 3Com Group or the Palm Group or the 
  Transfer Assets will be assigned, transferred, conveyed and delivered, and the Delayed Transfer Liabilities will be assumed, in accordance with the terms of the agreements that provide for such assignment, transfer, conveyance and delivery, or such assumption, after the date of this Agreement or as otherwise set forth on Schedule 1.1(c). Following
  such assignment, transfer, conveyance and delivery of any Delayed Transfer Asset, or the assumption of any Delayed Transfer Liability, the applicable Delayed Transfer Asset or Delayed Transfer Asset or Delayed Transfer Asset or as a Palm Asset or as a Palm Liability, as the case may be. (d) Misallocated Assets. In the event that at any time or from time to time (whether prior to, on or after the Separation Date), any party shall receive or otherwise possess any Asset that is allocated to any other Person pursuant to this Agreement or any Ancillary Agreement, such party shall
  promptly transfer, or cause to be transferred, such Asset to the Person so entitled thereto. Prior to any such transfer, the Person receiving or possessing such Asset in trust for any such other Person. Section 1.2 Palm Assets. (a) Included Assets. For purposes of this Agreement, "Palm Assets" shall mean (without duplication) the
  following Assets, except as otherwise provided for in any other Ancillary Agreement or other express agreement of the palm Balance Sheet, subject to any dispositions of such Assets subsequent to the date of the Palm Balance Sheet in the Palm Balance Sh
  consolidated balance sheet of Palm as of the Separation Date if such consolidated balance sheet was prepared using the same principles and accounting policies under which the Palm Balance Sheet was prepared, including any business transaction -2- processing that may occur on 3Com systems on behalf of Palm during the period between
  separation date to initialization of the processing systems required by Palm; (iv) all Assets that are used primarily by the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Business at the Separation Date but are not reflected in the Palm Bu
  Subsidiaries have, on or before the first anniversary of the Distribution Date, given 3Com or its Subsidiaries notice that such Asset is a Palm Contracts; (vi) all Palm Contracts; (vii) to the extent permitted by law and subject to the Indemnification and Insurance Matters Agreement, all rights of any member of the Palm Group
  Schedules hereto or thereto) as Assets to be retained by 3Com or any other member of the 3Com Group. Section 1.3 Palm Liabilities. For the purposes of this Agreement, "Palm Liabilities. (a) Included Liabilities, except as otherwise provided for in any other Ancillary Agreement or other
  express agreement of the parties: (i) all Liabilities reflected in the Palm Balance Sheet, subject to any discharge of such Liabilities subsequent to the date of the Palm Balance Sheet that would be reflected in the consolidated balance sheet of Palm as of the Separation Date if such consolidated balance sheet was prepared using the same principles and accounting policies under which the Palm Balance Sheet due to mistake or unintentional omission;
  provided, however, that no Liability shall be considered as a Palm Liability unless 3Com or its Subsidiaries notice that such Liabilities (v) all Liabilities; (v) all Liabilities (other than Liabilities for Taxes), whether arising
  before, on or after the Separation Date, primarily relating to, arising out of or resulting from: (1) the operation of the Palm Business, as conducted at any time prior to, on or after the Separation Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act by any director, officer, employee, agent or representative and the palm Group at any time after the Separation Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative
  (whether or not such act or failure to act is or was within such Person's authority)); or (3) any Palm Assets; (vi) all Liabilities relating to, arising out of or resulting from any of the terminated, divested or discontinued by this
  Agreement, Schedule 1.3(a)(vii), the Separation Agreement or any other Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by Palm or any member of the Palm Group under this Agreement or any of the Ancillary Agreements. Notwithstanding the foregoing, any Liabilities of any Subsidiaries of 3Com listed on Schedule 2.1(b) of the Separation Agreement shall not be assumed pursuant to Section 1.2(a), and the Palm Liabilities referred to in Section 1.3(b) below. (b) Excluded Liabilities. For the purposes of this Agreement, "Excluded Liabilities referred to in Section 1.3(b) below. (c) Excluded Liabilities.
  Liabilities" shall mean: (i) all Liabilities listed or described in Schedules hereto or thereto) as Liabilities to be retained or assumed by
  3Com or any other member of the 3Com Group, and all agreements and obligations of any member of the 3Com Group under the Separation Agreement. Section 1.4 The Non-US Plan. Each of 3Com and Palm shall take, and shall cause each member of its respective Group to take, such action as
  reasonably necessary to consummate the transactions contemplated by the Non-US Plan (whether prior to, on or after the Separation Agreement to the contrary, no party to a Local Transfer Agreement shall be entitled to receive or retain any Asset
  unless such party shall have paid any consideration contemplated to be paid in connection therewith pursuant to the Non-US Plan. Section 1.5 Methods of Transfer and Assumption. (a) Terms of Other Ancillary Agreements Govern. The parties shall enter into the other Ancillary Agreements, on or about the date of this Agreement. To the extent that
  the transfer of any Palm Asset or the assumption of any Palm Liability is expressly provided for by the terms of any other Ancillary Agreement, the transfer or assumption. It is the intent of the parties that pursuant to Sections 1.1, 1.2 and 1.3, the transfer and
  assumption of all other Palm Assets and Palm Liabilities, other than Delayed Transfer Assets and Delayed Transfer Assets and Delayed Transfer Liabilities, shall be made effective as of the Separation Date; provided, however, that circumstances in various jurisdictions outside the United States may require the transfer of certain Assets and the assumption of certain Liabilities to
  occur in such other manner and at such other time as the parties shall agree, as provided in Section 1.4 hereof. (b) Mistaken Assignments and Assumptions. In addition to those transfers and assumptions accurately identified and designated by the parties to take place but which the parties are not able to effect prior to the Separation Date, there may
  exist (i) Assets that the parties discover were, contrary to the agreements between the parties, by mistake or omission, transferred to Palm or (ii) Liabilities that the parties discover were, contrary to the agreements between the parties of such Assets, and/or the assumption or re-assumption or re-assumption or such Liabilities, to or by the appropriate party shall reimburse the
  other or make other financial adjustments (e.g., without limitation, cash reserves) or other adjustments to remedy any mistakes or omissions relating to Other Transfers of Assets and Assumption of Liabilities. In furtherance of the assignment,
  transfer and conveyance of Palm Assets and the assumption of Palm Liabilities set forth in Sections 1.5(a) and (b) and certain other Ancillary Agreements, simultaneously with the execution and delivery hereof or as promptly as practicable thereafter, (i) 3Com shall execute and deliver, and shall cause its Subsidiaries in accordance with Local Transfer
  Agreements to execute and deliver, such bills of sale, stock powers, certificates of title, assignment as and to the extent necessary to evidence the transfer, conveyance and assignment of all of 3Com's and its Subsidiaries' right, title and interest in and to the Palm Assets to
  Palm and (ii) Palm shall execute and deliver to 3Com and its Subsidiaries such assumption of the Palm Liabilities by Palm. Section 1.6 Governmental Approvals and Consents. (a) Transfer In Violation of Laws. If and to the
  extent that the valid, complete and perfected transfer assignment or novation to the Palm Group of any Non-Palm Assets and Palm Liabilities (or from the Palm Group of any Non-Palm Assets) would be a violation of applicable laws or require any Consent or Governmental Approval in connection with the Separation, the IPO or the Distribution, then, unless
  3Com shall otherwise determine, the transfer, assignment or novation to or from the Palm Group, as the case may be, of such Palm Assets, respectively, shall be automatically deemed deferred and any such purported transfer, assignment or novation shall be null and void until such time as all legal impediments are removed
  and/or such Consents or Governmental Approvals have been obtained. Notwithstanding the foregoing, such Asset shall still be considered a Palm Asset for purposes of determining whether any Liability; provided, however, that if such covenants or Governmental Approvals have not been obtained within six months of the Distribution Date, the parties will use their reasonable commercial efforts to achieve an alternative solution in accordance with the parties' intentions. (b) Transfers Not Consummated Prior to Separation Date. If the transfer, assignment or novation of any Assets intended to be transferred or assigned hereunder, including pursuant to the Non-US Plan, is not
  consummated prior to or on the Separation Date, whether as a result of the provisions of Section 1.6(a) or for any other reason, then the Person entitled thereto (at the expense of the Person entitled thereto). In addition, the
  Person retaining such Asset shall take such other actions as may be reasonably requested by the Person, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby and so that all the benefits and burdens relating to such Palm Assets (or such Non-Palm Assets, as the case may be), including possession, use, risk of loss, potential for gain, and dominion, control and command over such Assets, are to inure from and after the Separation Date to the Palm Group (or the 3Com Group, as the case may be).
  which caused the deferral of transfer of any Asset pursuant to Section 1.6(a), are obtained, the transfer of such Asset shall be effected in accordance with the terms of this Agreement and/or such other applicable Ancillary Agreement. (c) Expenses. The Person retaining an Asset due to the deferral of the transfer of such Asset shall not be
  obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced by the Person entitled to such Asset. Section 1.7 Nonrecurring Costs and
  Expenses. Notwithstanding anything herein to the contrary, any nonrecurring costs and expenses incurred by the parties hereto to effect the transactions contemplated hereby which are not allocated pursuant to the terms of the Separation Agreement, this Agreement or any other Ancillary Agreement shall be the responsibility of the party which
  incurs such costs and expenses. Section 1.8 Novation of Assumed Palm Liabilities. (a) Reasonable Commercial Efforts. Each of 3Com and Palm, at the request of the other, shall use its reasonable commercial efforts to obtain, or to cause to be obtained, any consent, substitution, approval or amendment required to novate (including with respect to any
  federal government contract) or assign all rights and obligations under agreements, leases, licenses and other obligations or Liabilities or to obtain in writing the unconditional release of all parties to such arrangements other than any member of the Palm Group, so that, in any such case, Palm and its Subsidiaries will be solely responsible for such Liabilities; provided, however, that neither 3Com, Palm nor their Subsidiaries shall be obligated to pay any consideration therefor to any third party from whom such consents, approvals, substitutions and amendments are requested. (b) Inability to Obtain Novation. If 3Com
  or Palm is unable to obtain, or to cause to be obtained, any such required consent, approval, release, substitution or amendment, the applicable member of the 3Com Group shall continue to be bound by such agreements, leases, licenses and other obligations and, unless not permitted by law or the terms thereof (except to the extent expressly set
  forth in this Agreement, the Separation Agreement or any other Ancillary Agreement), Palm shall, as agent or subcontractor for 3Com or such other Person, as the case may be, pay, perform and discharge fully, or cause to be paid, transferred or discharged all the obligations or other Liabilities of 3Com or such other Person, as the case may be,
  thereunder from and after the date hereof. 3Com shall, without further consideration, pay and remit, or cause to be paid or remitted, to Palm or its appropriate Subsidiary promptly all money, rights and other consideration is an
  Excluded Asset). If and when any such consent, approval, release, substitution or amendment shall be obtained or such agreement, lease, license or other rights or obligations shall otherwise become assignable or able to be novated, 3Com shall thereafter assign, or cause to be assigned, all its rights, obligations and other Liabilities thereunder or any rights or obligations of any -7- member of its respective Group to Palm without payment of further consideration, assume such rights and obligations. ARTICLE II LITIGATION Section 2.1 Allocation. (a) Litigation to Be Transferred to Palm. Notwithstanding any contrary provisions in the
  Indemnification and Insurance Matters Agreement, on the Separation Date, the responsibilities for management of the litigation disclosure Letter"), which will be delivered by 3Com to Palm on the Separation Date, shall be transferred in their entirety from 3Com and its Subsidiaries to Palm and
  its Subsidiaries. As of the Separation Date and thereafter, Palm shall manage the defense of such litigation and shall cause its applicable Subsidiaries to do the same. 3Com and its Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its applicable Subsidiaries must first obtain the prior consent of Palm or its 
  identified in the Litigation Disclosure Letter, which consent cannot be unreasonably withheld or delayed. All other matters relating to such litigation, including but not limited to indemnification and Insurance Matters Agreement. (b) Litigation to be Defended by 3Com at Palm's
  Expense. Notwithstanding any contrary provisions in the Indemnification and Insurance Matters Agreement, 3Com shall defend, and shall cause its applicable Subsidiaries to defend, the litigation Disclosure Letter that is not delivered by 3Com to Palm on the Separation Date. All other matters relating to such litigation
  reasonable access upon reasonable advance notice to witnesses and Information (other than Information protected from disclosure by applicable privileges) that is reasonably required to defend this litigation (as "Information" is defined pursuant to Section 5.4 of the Separation Agreement). The foregoing agreement to cooperate includes, but is not
   limited to, an obligation to provide access to qualified assistance to provide information, witnesses and documents to responding to discovery may meet all court-imposed deadlines. The party requesting information shall reimburse the party
  providing information consistent with the terms of Section 5.4 of the Separation Agreement. The obligations set forth in this paragraph are more clearly defined in Section 5.4 of the Separation Agreement, the Separation Agreement, the other Ancillary Agreements and
  Agreement shall be construed in accordance with and all Disputes hereunder shall be governed by the laws of the State of Colifornia, excluding its conflict of law rules and the United Nations Convention on Contracts for the Northern
  District of California shall have jurisdiction and venue over all Disputes between the parties that are permitted to be given by either party pursuant to the terms of this
  other address as the party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving non-performance, termination, or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, may also be sent via certified mail, return receipt requested. All other
  notices may also be sent by fax, confirmed by first class mail. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark. Section 3.4 Parties in Interest. This Agreement, including the Exhibits and Schedules hereto, and the other documents referred to herein, shall be
  binding upon and inure solely to the -9- benefit of each party hereto and their legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Section 3.5 Counterparts. This Agreement, including
  the Exhibits and Schedules hereto, and the other documents referred to herein, may be executed in counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original but all of which shall be deemed to be an original
  respective legal representatives and successors. This Agreement may not be assigned by any party hereto, without the other provision of this Agreement or the Exhibits or Schedules attached hereto is determined by a nonappealable decision by a court, administrative
  agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any
  party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the
   fullest extent possible. Section 3.8 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any party hereto in the exercise of any representation, warranty or agreement herein, nor shall any single or
  partial exercise of any such right preclude other or further exercise thereof or of any other rights and remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies existing under this Agreement or the Schedules or Exhibits attached hereto are cumulative to, and any rights are considered at the schedules of the schedules
  this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement. Section 3.10 Authority. Each of the parties to such agreement, (b) the execution, delivery and performance of this
   Agreement by it have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other
  similar laws affecting creditors' rights generally and general equity principles. Section 3.11 Interpretation. The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement. Any
  capitalized term used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless
  otherwise indicated. Section 3.12 Conflicting Agreements. In the event of conflict between this Agreement and any other agreement shall prevail (other than (i) as otherwise provided herein and (ii) the Separation Agreement). ARTICLE IV
  DEFINITIONS Section 4.1 3Com Group. "3Com Group" means 3Com, each Subsidiary and Affiliated Company of 3Com (other than any member of the Palm Group) immediately after the Separation Date. Section
  4.2 Action. "Action" means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any federal, state, local, foreign or international governmental authority or any arbitration or mediation tribunal. Section 4.3 Affiliated Company. "Affiliated Company" of any Person means a Person that controls, is controlled
  by, or is under common control with such Person. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise. Section 4.4 Ancillary Agreement. "Ancillary
  Agreement" has the meaning set forth in Section 4.5 Assets. "Assets" means assets, properties and rights (including goodwill), wherever located (including goodwill), wherever
  or not recorded or reflected or reflected or reflected or reflected on the books, records and files whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form; (ii) all apparatus, computers and other
   electronic data processing equipment, , automobiles, trucks, aircraft, rolling stock, vessels, motor vehicles and other transportation -11- equipment, special and general tools, test devices, prototypes and models and other transportation -11-
  materials, parts, raw materials, supplies, work-in-process and finished goods and products; (iv) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interest of a Security Interest of the security Interes
  Subsidiary or any other Person; all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other extensions of credit or capital contributions to any Subsidiary or any other extensions of credit or capital contributions to any Subsidiary or a
  open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other contracts, agreements or commitments; (vii) all deposits, letters of credit and performance and surety bonds; (viii) all written technical information, data, specifications, research and development information,
  engineering drawings, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties; (ix) all Intellectual Property; (x) all computer applications, programs and other software, including operating software, network
  software, firmware, middleware, design software, design tools, systems documentation and instructions; (xi) all cost information, sales and pricing data, customer and supplier records, customer and supplier lists, systems documentation and instructions; (xi) all cost information, sales and pricing data, customer and supplier records, customer and supplier lists, systems documentation and instructions; (xi) all cost information, sales and pricing data, customer and supplier lists, systems documentation and instructions; (xi) all cost information, sales and pricing data, customer and supplier lists, systems documentation and instructions; (xi) all cost information, sales and pricing data, customer and supplier lists, systems documentation and instructions; (xi) all cost information, sales and pricing data, customer and supplier lists, systems documentation and instructions; (xi) all cost information, sales and pricing data, customer and supplier lists, systems documentation and instructions; (xi) all cost information and instruction and instruction
  vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents; (xii) all rights under contracts or agreements, all claims or rights against any Person arising from
  the ownership of any Asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contribution; (xv) all licenses (including radio and similar licenses), permits, approvals and
  authorizations which have been issued by any Governmental Authority; (xvi) cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements or arrangements. Section 4.6 Contracts. "Contracts" means any contract, cap or other hedging or similar agreements or arrangements.
  agreement, lease, license, sales order, purchase order, instrument or other commitment that is binding on any Person or any part of its property under applicable law. Section 4.7 Delayed Transfer Assets means any Palm Assets that are expressly provided in this Agreement, the Separation Agreement or any other Ancillary
   Agreement to be transferred after the date of this Agreement. Section 4.8 Distribution. "Distribution" means 3Com's pro rata distribution to the holders of its common stock, $0.001 par value, following the IPO as provided in the Separation Agreement, of all of the shares of Palm common stock owned by 3Com. Section 4.9 Distribution Date.
    "Distribution Date" has the meaning set forth in Section 4.1 of the Separation Agreement. Section 4.10 Governmental Approvals. "Governmental Approvals, permits or authorizations to be obtained from, any Governmental Authority. Section 4.11
  Governmental Authority. "Governmental Authority." Governmental Authority. "Governmental Authority" means any federal, state, local, foreign or international court, government, department, department
  Agreement" means the Indemnification and Insurance Policies means insurance Policies means insurance Policies means any Insurance Policies means and Insurance Po
  patent applications, together with any continuations, continuations, together with any continuations and re-examinations of the foregoing); design patents, invention disclosures; mask works; copyrights, and copyright applications and re-examinations of the foregoing); design patents, invention disclosures; mask works; copyrights, and copyright applications and re-examinations of the foregoing); design patents issuing thereon (including reissues, renewals and re-examinations); design patents issuing thereon (including reissues); design patents issuing the respective (including reissues); design patents is the respective (including reissues); design patents is the respective (including reissues); design patents is the respective (including reissues); desig
   service marks, trade names, and trade dress, in each case together with any applications and registrations therefor and all appurtenant goodwill relating thereto; trade secrets, commercial and technical information, know-how, proprietary or confidential information, including engineering, production and other designs, notebooks, processes
  drawings, specifications, formulae, and technology; computer and electronic data processing programs and source code), data bases and documentation thereof; inventions (whether patented or not); utility models; registered designs, certificates of invention and all other intellectual property under the laws of any country
  throughout the world. Section 4.16 IPO Registration Statement. "IPO Registration Statement means the registration Statement to the Securities and Exchange Commission registering the shares of common stock of Palm to be issued in the initial public offering, together
  with all amendments thereto. Section 4.17 Liabilities, "Liabilities, asserted or unasserted, matured or unmatured, liquidated or unliquidated or unliquidated, accrued, known or unknown, due or to become due, whenever or however
  arising (including, without limitation, whether arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto. Section 4.18 Local Transfer Agreements. "Local
  Transfer Agreements" means the agreements necessary to effect the Non-US Plan (as defined in the Separation Agreement). Section 4.19 Non-US Plan (as defined in the Separation Agreement). Section 4.20 OFLs. "OFLs" mean all liabilities, obligations, contingencies, instruments and other Liabilities of any
  member of the 3Com Group of a financial nature with third parties existing on the date hereof or entered into or established between the date hereof and the Separation Date, including any of the following: (i) foreign exchange contracts; (ii) letters of credit; -14- (iii) guarantees of third party loans to customers; (iv) surety bonds (excluding surety for
  workers' compensation self-insurance); (v) interest support agreements on third party loans to customers; (vii) performance bonds or guarantees issued by third parties; (viii) swaps or other derivatives contracts; and (viii) recourse arrangements on the sale of receivables or notes. Section 4.21 Palm Balance Sheet. "Palm Balance Sheet" means the
  audited consolidated balance sheet (including the notes thereto) of the Palm Business as of August 27, 1999, that is included in the IPO Registration Statement. Section 4.22 Palm Business and operations of the busines
  provided herein, any terminated, divested or discontinued businesses or operations that at the time of termination, divestiture or discontinuation primarily related to the Palm Business as then conducted. Section 4.23 Palm Contingent Gain. "Palm Contingent Gain means any claim or other right of a member of the 3Com Group or the Palm Group that
  primarily relates to the Palm Business, whenever arising, against any Person other than a member of the Scom Group, if and to the extent that (i) such claim or right arises out of the existence or scope of the obligation of such
  other Person as of the Separation Date was not acknowledged, fixed or determined in any material respect, due to a dispute or other uncertainty as of the Separation Date was not acknowledged, fixed or determined in any material respect, due to a dispute or other uncertainty as of the Separation Date was not acknowledged, fixed or determined in any material respect, due to a dispute or other uncertainty as of the Separation Date was not acknowledged, fixed or determined in any material respect, due to a dispute or other uncertainty as of the Separation Date was not acknowledged, fixed or determined in any material respect, due to a dispute or other uncertainty as of the Separation Date was not acknowledged.
  considered a Palm Contingent Gain regardless of whether there was any Action pending, threatened or contemplated as of the Separation Date with respect thereto. In the case of any claim or right a portion of which arises out of events, acts or
  omissions occurring on or after the Separation Date, only that portion that arises out of events, acts or omissions occurring prior to the Separation Date if all the elements of the claim necessary for its
  assertion shall have occurred on or prior to the Separation Date, such that the claim or right, were it asserted in an Action on or prior to the Separation Date, would not be dismissed by a court on ripeness or similar grounds. Notwithstanding the foregoing, none of (i) any Insurance Proceeds, (ii) any Excluded Assets, (iii) any reversal of any litigation
  or other reserve, or (iv) any matters relating to Taxes (which are governed by the Tax Sharing Agreement) shall be deemed to be a Palm Contingent Liability, other than Liabilit
  3Com Group or the Palm Group that primarily relates to the Palm Business, whenever arising, to any Person other than a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the obligation of a member of the existence or scope of the existence or scope of the obligation of a member of the existence or scope o
  the 3Com Group or the Palm Group as of the Separation Date with respect to such Liability was not acknowledged, fixed or determined in any material respect, due to a dispute or other uncertainty as of the Separation Date (it being understood
  that the existence of a litigation or other reserve with respect to any Liability shall not be sufficient for such Liability to be considered acknowledged, fixed or determined). In the case of any Liability a portion of which arises out of events, acts or
  omissions occurring on or after the Separation Date, only that portion that arises out of events, acts or omissions occurring prior to the Separation Date if all
  the elements necessary for the assertion of a claim with respect to such Liability shall have occurred on or prior to the Separation Date, would not be dismissed by a court on ripeness or similar grounds. For purposes of clarification of the foregoing, the parties agree
  that no Liability relating to, arising out of or resulting from any obligation of any Person to perform the executory portion of any contract or agreement existing as of the Separation Date, shall deemed to be a Palm Contingen
  Liability. For purposes of determining whether a claim relating to the Year 2000 problem is a Palm Contracts and agreements to which
  3Com is a party or by which it or any of its Assets is bound, whether or not in writing, except for any such contract or agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of this Agreement that is contemplated to be retained by 3Com or any member of the 3Com Group pursuant to any provision of the 3Com Group pursuant to any pursuant to any
  expressly on behalf of, any division or business unit of Palm; (ii) any contract or agreement that relates primarily to the Palm Business; (iii) any contract or agreement that is otherwise expressly contemplated pursuant to this Agreement, the Separation Agreement or any of the other Ancillary Agreements to be assigned to Palm; -16- (iv) any
  guarantee, indemnity, representation, warranty or other Liability of any member of the Palm Group or the 3Com Group in respect of any other Palm Business (including guarantees of financing incurred by customers or other third parties in connection with purchases of products or services from the Palm
   Business); and (v) any Palm OFL. Section 4.26 Palm Group. "Palm Group" means Palm, each Subsidiary or Affiliated Company of Palm pursuant to the Non-US Plan and each Person that becomes a Subsidiary or Affiliate Company of Palm
  after the Separation Date. Section 4.27 Palm Pro Forma Balance Sheet, "Palm Pro Forma Balance Sheet," means the unaudited pro forma condensed consolidated balance sheet appearing in the IPO Registration Statement. Section 4.28 Person, a corporation, a limited liability company, an association, a
  joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof. Section 4.29 Retained Payables. "Retained Payables means (i) all accounts payable and other obligations of payment for goods or services purchased, leased or otherwise received in the
   conduct of the Palm Business that as of the Separation Date are payable to a third Person by 3Com or any of 3Com's Subsidiaries, whether past due, due or to become due, including any interest, sales or use taxes, finance charges, late or returned check charges and other obligations of 3Com or any of 3Com's Subsidiaries with respect thereto, and
  any obligations related to any of the foregoing and (ii) all employee compensation Liabilities for which an adjustment is made in the Palm Pro Forma Balance Sheet. Section 4.30 Retained Receivables. "Retained Receivables" means (i) all accounts receivable and other rights to payment for goods or services sold,
  leased or otherwise provided in the conduct of the Palm Business that as of the Separation Date are payable by a third Person to 3Com or any of 3Com's Subsidiaries, whether past due, due or to become due, including any interest, sales or use taxes, finance charges, late or returned check charges and other obligations of the account debtor with
  respect thereto, and any proceeds of any of the foregoing and (ii) all other miscellaneous Assets for which an adjustment is made in the Palm Pro Forma Balance Sheet. Section 4.31 Security Interest. "Security Interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, rig
  covenant, condition, easement, encroachment, restriction on transfer and contribution from 3Com to Palm, and Palm's receipt and assumption of, directly or indirectly, substantially all of the Assets and Liabilities currently associated with
  the Palm Business and the stock, investments or similar interests currently held by 3Com in subsidiaries and other entities that conduct such business. Section 4.33 Separation Agreement means the Master Separation Agreement. "Separation Agreement dated as of December , 1999, of which this is an Exhibit thereto. Section 4.34
  Separation Date. "Separation Date" means the effective date and time of each transfer of property, assumption of liability, license, undertaking, or agreement in connection with the Separation, which shall be 12:01 a.m., Pacific Time, February 26, 2000, or such date as may be fixed by the Board of Directors of 3Com. Section 4.35 Subsidiary
   "Subsidiary" of any Person means any corporation or other organization whether incorporated or unincorporated or unincorporation or other performing similar functions with respect to such corporation or other
  organization is directly or indirectly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and one or more of its Subsidiaries; provided, however that no Person and No. 1999 and 
  has the right, power or ability to control, that Person. Section 4.36 Taxes. "Taxes" has the meaning set forth in the Tax Sharing Agreement. [SIGNATURES ON FOLLOWING PAGE] -18- IN WITNESS WHEREOF, each of the parties has caused this General Assignment and Assumption Agreement to be executed on its behalf by its officers thereunto
  duly authorized on the day and year first above written. 3COM CORPORATION PALM, INC. By:
                                                                                                                                                                                                                                                                                   _____ Name:____
                                                                                                                                                                                                                                                                                                                                                      Name:
                                                                                                                                                                                                                                                                                                                                                                                                                                    Title:
 1.1(c) Delayed Transfer Assets and Liabilities Schedule 1.2(a)(xii) Specific Palm Assets to be Transferred Schedule 1.3(b)(i) Excluded Liabilities Schedule 1.1(c) Delayed Transferred to Palm Schedule 1.3(a)(vii) Specific Palm Liabilities Schedule 1.3(b)(i) Excluded Liabilities Schedule 1.1(c) Delayed Transferred to Palm Schedule 1.2(a)(xii) Specific Palm Liabilities -25- Schedule 1.3(b)(i) Excluded Liabilities -26- Schedule 1.3(a)(vii) Specific Palm Liabilities -25- Schedule 1.3(b)(i) Excluded Liabilities -26-
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my sweet roomies characters

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