

05-28-1998

DUPLICATE



Express Mail No.

20 1997 M082903146US

100721617

original documents or copy thereof.

MCD 11/25/97

To the Honorable Commissioner

1. Name of conveying Party(ies):
Price Waterhouse LLP

- Individual(s)
- General partnership
- Corporation-State
- Other A Limited Liability Partnership registered in Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

22

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 10, 1997

2. Name and address of receiving Party(ies)

Name: SmartPatents, Inc.

Internal Address:

Street Address: 1975 Landings Dr.

City: Mountain View State: CA ZIP: 94043

Individual(s) Citizenship

Association

General Partnership

Limited Partnership

Corporation-State California

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)

75/202,068; 75/262,429

B. Trademark Registration No's

TM

Additional numbers attached? Yes No

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

Name: David A. Roodman

Internal Address: Bryan Cave LLP

One Metropolitan Square

Street Address:

211 North Broadway, Suite 3600

City: St. Louis

State: MO

ZIP: 63102

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account number:

02-4467 - if missing or insufficient

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David A. Roodman

Name of Person Signing

Signature

November 19, 1997

Date

Total number of pages comprising this cover sheet: 4

12/04/1997
01 FG 481
02 FG 482

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Enterprise Information, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

REEL: 1657 FRAME: 0883

TRADEMARK

REEL: 1730 FRAME: 0242

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of September 10, 1997 (the "Effective Date") by Price Waterhouse LLP, a limited liability partnership registered under the laws of the State of Delaware ("PW") to SmartPatents, Inc., a California corporation ("SPI"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase and License Agreement by and between SPI and PW dated September 10, 1997 (the "Asset Purchase Agreement").

1. Assignment of Trademarks. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, PW does hereby sell, assign, bargain, transfer, convey and deliver unto SPI all of its right, title and interest in and to the mark "Prism" and all goodwill associated therewith. PW's trademark applications with respect to Prism are set forth in Exhibit C to the Asset Purchase Agreement.

2. Effect of Trademark Assignment. Nothing in this Trademark Assignment shall modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

3. Execution in Counterparts. For the convenience of the parties, this Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, PW and SPI have caused this Trademark Assignment to be executed as of the Effective Date.

PW:

Price Waterhouse LLP

By: _____

Agreed to and accepted by:

SPI:

SmartPatents, Inc.

By: 

249877.3

TRADEMARK
REEL: 1657 FRAME: 0884

TRADEMARK
REEL: 1730 FRAME: 0243

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of September 12, 1997 (the "Effective Date") by Price Waterhouse LLP, a limited liability partnership registered under the laws of the State of Delaware ("PW") to SmartPatents, Inc., a California corporation ("SPI"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase and License Agreement by and between SPI and PW dated September 12, 1997 (the "Asset Purchase Agreement").

1. **Assignment of Trademarks.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, PW does hereby sell, assign, bargain, transfer, convey and deliver unto SPI all of its right, title and interest in and to the mark "Prism" and all goodwill associated therewith. PW's trademark applications with respect to Prism are set forth in Exhibit C to the Asset Purchase Agreement.

2. **Effect of Trademark Assignment.** Nothing in this Trademark Assignment shall modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

3. **Execution in Counterparts.** For the convenience of the parties, this Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, PW and SPI have caused this Trademark Assignment to be executed as of the Effective Date.

PW:

Price Waterhouse LLP

By: Robert R. Flary

Agreed to and accepted by:

SPI:

SmartPatents, Inc.

By: _____

249877.3

TRADEMARK
REEL: 1657 FRAME: 0885

TRADEMARK
REEL: 1730 FRAME: 0244

Exhibit C

PW has filed trademark applications for the mark "PRISM" in Class 9 (computer software programs for managing intellectual property portfolios and tracking royalty agreements and payment streams in Class 9) and Class 42 (intellectual property consulting services in Class 42). A Notice of Publication with respect to such applications was issued on August 1, 1997.

249877.3

RECORDED: 11/20/1997

TRADEMARK
REEL: 1657 FRAME: 0886

RECORDED: 11/25/1997

TRADEMARK
REEL: 1730 FRAME: 0245