

05-28-1998

Form PTO-1594

U.S. Department of Commerce
Patent and Trademark Office



100721616

To the Honorable Commissioner of Patents and

or copy thereof.

1. Name of conveying party(ies):

Price Waterhouse LLP

5-19-98

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership
- Other - A Limited Liability Partnership, Delaware

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: SmartPatents, Inc.

Internal Address:

Street Address: 1975 Landings Drive

City: Mountain View State: CA

Zip Code: 94043

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - California
- Other

If assignee is not domiciled in the United States, a domestic representation is attached: Yes No.
(Designations must be a separate document from Assignment.)

Additional name(s) & address(es) attached? Yes No.

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other - Correcting Erroneous Cover Sheet and Trademark Assignment recorded at Reel 1657, Frame 0574-0576.
- Merger
- Change of Name

Execution Date(s):

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

A. Trademark Application No(s).

75/265,429 (not 75/262,429)

B. Trademark Registration No(s).

Additional numbers attached? yes no

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: Tracy-Gene G. Durkin, Esq.

Street Address: 1100 New York Ave., N.W.
Suite 600

City: Washington, State: D.C. Zip Code: 20005-3934

6. Total number of applications and registrations involved

1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00 E

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

05/27/1998 DC

00000004 75265429

01 FC:481

40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

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

Name of Person Signing
Tracy-Gene G. Durkin

Tracy Durkin
Signature

5/19/98
Date

Total number of pages comprising this cover sheet: 4

OMB NO. 0651-0011 (exp.4/94)

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

1551-027 002

TRADEMARK
REEL: 1730 FRAME: 0246

MCD 11/25/97

FD-367 (PTO-1584) 1-11-97

DUPLICATE

12-01-1997

100580488

SHEET
U.S. Department of Commerce
Patent and Trademark Office
Express Mail No.
1997 M0829031461'S

Tab settings

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

<p>1. Name of conveying Party(ies) Price Waterhouse LLP</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other A Limited Liability Partnership registered in Delaware</p> <p>Additional Name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving Party(ies)</p> <p>Name: SmartPatents, Inc.</p> <p>Internal Address: _____</p> <p>Street Address: 1975 Landings Dr</p> <p>City: Mountain View State: CA ZIP: 94043</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State California <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from Assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: September 10, 1997</p>	<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No. (s) 75/202,068; 75/262,429</p> <p>B. Trademark Registration No's</p> <p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: David A. Roodman</p> <p>Internal Address: Bryan Cave LLP One Metropolitan Square</p> <p>Street Address: 211 North Broadway, Suite 3600</p> <p>City: St. Louis State: MO ZIP: 63102</p>	<p>6. Total Number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41): \$ 65.00</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account number: 02-4467 - if missing or insufficient</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
DO NOT USE THIS SPACE	
<p>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</p> <p>David A. Roodman <i>[Signature]</i> November 11, 1997</p> <p style="text-align: center;">Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages comprising this cover sheet: 4</p>	
<p>12/01/1997 TTOM11 00000048 75200688 48.00 DP 01 FG:481 25.00 DP 02 FG:482</p> <p style="text-align: center;">Do not detach this portion</p> <p>Mail documents to be recorded with required cover sheet information to:</p> <p style="text-align: center;">Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231</p> <p>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 Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.</p>	

REEL: 1657 FRAME: 0574
REEL: 1730 FRAME: 0247

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. Flannery

Agreed to and accepted by:

SPI:

SmartPatents, Inc.

By: _____

2498773
RECORDED: 11/20/1997

TRADEMARK
REEL: 1657 FRAME: 0576

RECORDED: 05/19/1998

TRADEMARK
REEL: 1730 FRAME: 0248