

08-07-1998

Form PTO-1504



U.S. Department of Commerce
Patent and Trademark Office

100751607

To the Honorable Commissioner of Patents and Trademarks: Please refer to the attached original documents 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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other - Correcting Erroneous Cover Sheet and Trademark Assignment recorded at Reel 1657, Frame 0883-0886.

Execution Date(s):

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.

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

A. Trademark Application No(s) *TM*

9 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

Enclosed
 Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

05/27/1998 DEPT. OF COMMERCE
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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.

Tracy Durkin *5/19/98*
 Name of Person Signing Signature Date
 Tracy-Gene G. Durkin Total number of pages comprising this cover sheet: 5

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

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MSD 11/20/97

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U.S. Department of Commerce
Patent and Trademark Office

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

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)
 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

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
TM
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: David A. Roodman
Internal Address: Bryan Cave LLP
One Metropolitan Square
Street Address:
211 North Broadway, Suite 3800
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)

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
Signature
November 19, 1997
Date
Name of Person Signing
Total number of pages comprising this cover sheet: 4

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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 Information Technology, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12111 1657 FRAME: 0883

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: *David Lee*

249877.3

TRADEMARK
REEL: 1657 FRAME: 0884

TRADEMARK
REEL: 1738 FRAME: 0449

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.
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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. Flury

Agreed to and accepted by:

SPI:

SmartPatents, Inc.

By: _____

149877.3

TRADEMARK
REEL: 1657 FRAME: 0885

TRADEMARK
REEL: 1738 FRAME: 0450



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.

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RECORDED: 11/20/1997

TRADEMARK
REEL: 1657 FRAME: 0886

RECORDED: 05/19/1998

TRADEMARK
REEL: 1738 FRAME: 0451