

EXPRESS MAIL LABEL NO. EL075482955US

DATE OF DEPOSIT: August 25, 1998

08-31-1998

RECO

MRD 8-26-98



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Unless filed with a new application, mail to: BOX ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231.

<p>1. Name of conveying part(ies): Media Assets, Inc. d/b/a The Haggin Group</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 part(ies):</p> <p>TechWave Inc., a Washington corporation, 720 Olive Way, Suite 920 Seattle, WA 98101</p> <p>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: August 6, 1998</p>	

4. Application Number(s) or Trademark Number(s)

A. U.S. Trademark Registration No.(s)

B. U.S. Trademark Application No.(s) **75/026,931 for SHOPNOW**
Additional Numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: Bruce T. Goto Graham & James LLP/Riddell Williams P.S. 1001 Fourth Avenue Plaza Suite 4500 Seattle, Washington 98154-1065</p>	<p>6. Total number of U.S. trademark applications and U.S. trademarks involved: One (1)</p> <p>7. Total fee (37 C.F.R. 3.41) \$40 (\$40.00 for 1st in document/ \$25 for each subsequent in document) Check No. <u>5638</u> is enclosed in this amount</p> <p>8. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account number: 07-1853</p>
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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.

Bruce T. Goto Name of Person Signing	 Signature	August 25, 1998 Date
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Total Number of pages including cover sheet, attachments and document: Nine (9)

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ORIGINAL

SERVICE MARK

ASSIGNMENT

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2
3 WHEREAS, **Media Assets, Inc.**, a California corporation, doing business as The
4 Haggin Group, with a current address of 840 Apollo Street, Suite 220, El Segundo, California,
5 90245, **Jeffrey Haggin**, an individual, of 489 Miller Avenue, Mill Valley, California 94941, and
6 **The Internet Mall, Inc.**, a Delaware corporation, of 1340 South DeAnza Boulevard,
7 Suite 208, San Jose, California 95129 (hereinafter jointly and severally referred to as
8 "Assignor"), is the owner, and/or may have an interest in, the service mark SHOPNOW which
9 is the subject of U.S. service mark application 75/026,931 (the "Mark");

10
11 WHEREAS, TechWave Inc. (hereinafter referred to as "Assignee"), a Washington
12 corporation, having its principal place of business 720 Olive Way, Suite 920, Seattle,
13 Washington, 98101, is acquiring, and is the successor to, that portion of Assignor's business
14 to which the Mark pertains;

15
16 NOW THEREFORE, for sufficient, good and valuable consideration, the receipt of
17 which is hereby acknowledged Assignor does hereby assign and transfer unto Assignee its
18 entire right and title to and interest in the Mark and all U.S. trademark applications and
19 registrations issued therefrom, including that part of the goodwill of Assignor's business
20 connected with the use of and symbolized by the Mark, and further including the right to
21 apply for trademark registrations thereon in foreign countries, the Mark and all applications
22 and registrations on the Mark to be held and enjoyed by Assignee as entirely as the same
23 would have been held by Assignor had this sale, assignment, and transfer not been made;
24 and Assignor does hereby further agree and promise to execute all instruments and render

25 Assignment - 1 of 5

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ORIGINAL

1 all such assistance as Assignee may request in order to make and prosecute any and all
 2 applications on the Mark, to enforce any and all trademark registrations on the Mark, and to
 3 confirm in Assignee legal title to the Mark and all applications and trademark registrations on
 4 the Mark, all without charge to Assignee but at no expense to Assignor.

5 Executed at San Mateo, CA, this 6th day of August 1998.

6 Media Assets, Inc. d/b/a The Haggin Group

7
 8 By: Jeff Haggin, President
 9 The Haggin Group
 10 Its: President

11 Jeffrey Haggin
 12 Jeffrey Haggin

13 The Internet Mall, Inc.

14
 15 By: [Signature], President
 16 The Internet Mall, Inc.
 17 Its: President

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26 Assignment - 2 of 5

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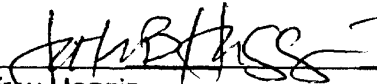
ORIGINAL

1 all such assistance as Assignee may request in order to make and prosecute any and all
 2 applications on the Mark, to enforce any and all trademark registrations on the Mark, and to
 3 confirm in Assignee legal title to the Mark and all applications and trademark registrations on
 4 the Mark, all without charge to Assignee but at no expense to Assignor.

5 Executed at Sausalito, CA, this 6th day of August 1998.

7 Media Assets, Inc. d/b/a The Haggin Group

8 By: Jeff Haggin, President
 9 The Haggin Group
 10 Its: President

11 
 12 Jeffrey Haggin

13
 14 The Internet Mall, Inc.

15
 16 By: _____
 17 Its: _____

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 26 Assignment - 2 of 5

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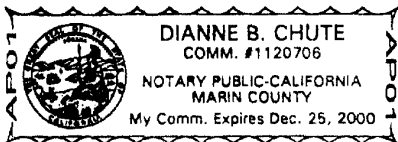
1 STATE OF CALIFORNIA)
2 COUNTY OF MARIN) ss.

3 I certify that I know or have satisfactory evidence that JEFFREY B. HAGGIN
4 is the person who appeared before me, and said person acknowledged that he signed this
5 instrument, on oath stated that he was authorized to execute the instrument and
6 acknowledged it as the PRESIDENT of Media Assets, Inc. (d/b/a
The Haggin Group) to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

7 DATED: AUGUST 6 1998

8 (Seal or stamp)
9

Dianne B. Chute
Notary Signature



10
11 DIANNE B. CHUTE
12 Print/Type Name
13 Notary Public in and for the State of CALIFORNIA
residing at SAUSALITO
14 My appointment expires 12-25-00
15
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26 Assignment - 3 of 5

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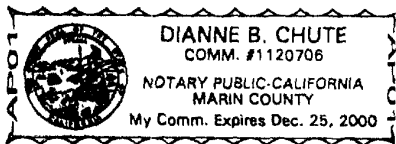
1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF MARIN)

4 I certify that I know or have satisfactory evidence that JEFFREY HAGGIN
5 is the person who appeared before me, and said person acknowledged that he signed this
6 instrument, on oath stated that he was authorized to execute the instrument and
7 acknowledged it as the PRESIDENT of The Internet Mall, Inc. to be
8 the free and voluntary act of such party for the uses and purposes mentioned in the
9 instrument.

DATED: AUGUST 6, 1998

(Seal or stamp)

Dianne B. Chute
Notary Signature



DIANNE B. CHUTE
Print/Type Name
Notary Public in and for the State of CALIFORNIA
residing at SAUSALITO, CA
My appointment expires 12-25-00

As: ignment - 4 of 5

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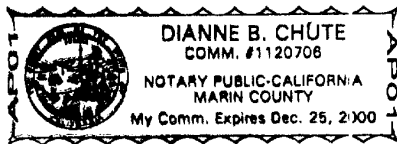
1 STATE OF CALIFORNIA)
2 COUNTY OF MARIN) SS.

3 I certify that I know or have satisfactory evidence that Jeffrey Haggin is the person who
4 appeared before me, and said person acknowledged that he signed this instrument and
5 acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the
6 instrument.

6 DATED this 6TH day of AUGUST, 1998.

7 (Seal or stamp)

Dianne B. Chute
Notary Signature



DIANNE B. CHUTE
Print/Type Name
Notary Public in and for the State of CALIFORNIA
residing at SAUSALITO
My appointment expires 12-25-00

26 As: ignment - 5 of 5

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