

05-04-1999

Attorney Docket No. 17887-1000

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office



To the Honorable Commissioner of Patents and

Documents or copy thereof.

1. Name of conveying party(ies):

101027177

Name of receiving party(ies)

Omar H. Khudari

Name: Viaweb Inc.

Individual(s) Association

Internal Address:

General Partnership Limited Partnership

Street Address: 56 John F. Kennedy Street

Corporation-State:

City: Cambridge State: MA ZIP: 02138

Other **MRD 4-30-99**

Individual(s) citizenship

Additional name(s) of conveying parties attached? Yes No

Association

3. Nature of conveyance:

General Partnership

Assignment Merger

Limited Partnership

Security Agreement Change of Name

Corporation-State: Delaware

Other: Termination of Assignee's Interest

Other

Execution Date: June 4, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

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

A. Trademark Application No(s): 75/220,029

B. Trademark Registration No(s):

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved 4

Name: John C. Baum
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

7. Total fee (37 CFR 3.41): \$115.00

Enclosed Charge Fees to Deposit Account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

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

05/03/1999 JSHABAZZ 00000243 201430 75220029

01 FC:481 40.00 CH
02 FC:482 75.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

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

John C. Baum
Name of Person Signing

Signature

4/22/99
Date

Total number of pages including cover sheet, attachments and document: 4

10. Change Correspondence Address to that of Part 5? Yes No

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

Do not detach this portion

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1890 FRAME: 0890

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No(s).

75/200,611
75/055,742
75/055,743

B. Trademark Registration No(s).

CERTIFICATE OF TERMINATION OF ASSIGNEE'S INTEREST

WHEREAS, Viaweb Inc. (the "ASSIGNOR"), a Delaware corporation having a principal place of business at 56 John F. Kennedy Street, Cambridge, Massachusetts, has adopted and used and is using the trademarks and service marks (collectively, the "Marks") identified on Schedule A annexed hereto and is the owner of the registration of and pending registration applications for such Marks in the United States Patent and Trademark Office; and

WHEREAS, the Assignor assigned a collateral security interest in the Marks to Imperial Bank pursuant to a certain Trademark Collateral Security and Pledge Agreement dated as of June 18, 1997 (the "Pledge Agreement") as evidenced by, among other things, a certain Assignment of Trademarks and Service Marks (U.S.) recorded with the United States Patent and Trademark Office on July 3, 1997 at Reel 1607, Frame 0157; and

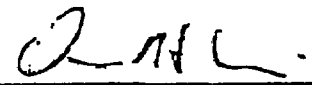
WHEREAS, Imperial Bank has transferred, conveyed and assigned its interest as assignee of the Marks to Omar Khudari (the "ASSIGNEE") pursuant to, among other things, that certain Assignment and Assumption Agreement dated February 25, 1998 recorded with the United States Patent and Trademark Office immediately prior hereto; and

WHEREAS, the ASSIGNEE is desirous of terminating the collateral assignment interest pertaining to the Marks and to release any and all claims thereto.

NOW THEREFORE, in consideration of the foregoing, the ASSIGNEE hereby agrees as follows:

1. The ASSIGNEE hereby disclaims any and all interest in and to the Marks and associated good will and hereby terminates, cancels and revokes the aforesaid Pledge Agreement and all claims thereunder.

IN WITNESS WHEREOF, the ASSIGNEE has caused this Certificate of Termination to be executed as a sealed instrument as of the 4th day of June, 1998.


"ASSIGNEE"

Omar H. Khudari

COMMONWEALTH OF MASSACHUSETTS

 ss.

June 4 1998

Then personally appeared the above-named Omar H. Khudari, and acknowledged the foregoing to be his free act and deed, before me.


Notary Public JANE M. KELLY
My Commission Expires: AUG 2, 2002

Notarized document, for not a document of title, unless otherwise indicated.

*** TOTAL PAGE.007 ***

SCHEDULE A

| <u>Trademark or Service Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>REEL/FRAME</u> |
|--|-------------------|--------------------|-------------------|
| QUICK STORE | 75/220,029 | 12/31/96 | 1545/0708 |
| VIAMALL | 75/200,611 | 11/19/96 | 1545/0708 |
| LIVE STORE | 75/055,742 | 02/09/96 | 1545/0708 |
| LIVE SERVER | 75/055,743 | 02/09/96 | 1545/0708 |

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JUN 11 '98 08:44 FR HALE AND DORR LLP