

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

5399

05-12-1999



101035320

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/11/1999 JSHABAZZ 00000240 75639720

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1895 FRAME: 0115

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account *overpayment or underpayment
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: * Yes No

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. Charges to deposit account are authorized, as indicated herein.

Suzanne Koston



April 28, 1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made and entered into as of this 20th day of April, 1999 ("Effective Date"), by and between PILE, INC., a California corporation with its principal place of business at, 1213 Purdue Drive, Davis, California 95616 ("Assignor"), and Dogpile, LLC a Delaware limited liability company with its principal place of business at 1213 Purdue Drive, Davis, California 95616 ("Assignee").

A. Assignor and Assignee are parties to that certain Limited Liability Company Agreement dated as of April 20, 1999, ("LLC Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee has agreed to purchase and acquire certain assets, including the trademarks and the registrations and applications identified and set forth on Schedule A (collectively, the "Marks"), and the goodwill of the business associated therewith.

B. Assignor is the owner of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its successors and assigns, and Assignee does hereby accept such sale, assignment and transfer of, all of Assignor's right, title and interest in and to the Marks together with the goodwill in connection therewith and together with the ongoing business associated with the Marks, and all registrations and applications therefor, including any and all renewals of registrations that are or may be secured under the applicable laws of the countries throughout the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable after the Effective Date, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

* * *

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this ASSIGNMENT OF TRADEMARK RIGHTS to be executed on its behalf as of the 20th day of April, 1999.

Pile, Inc.
(ASSIGNOR)

By:



Aaron Flin
President

Dogpile, LLC
(ASSIGNEE)

By:



Aaron Flin
President

SCHEDULE A

| <u>Mark</u> | <u>App. No.</u> | <u>Filing Date</u> |
|---------------------|-----------------|--------------------|
| Dogpile | 75-639720 | 2/11/99 |
| Dogpile Design Mark | 75-523604 | 7/22/98 |

