

11-23-1999



101205583

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-15-99

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

Execution Date
Month Day Year

Name **Aspirian, Inc.**

11051999

Formerly **Digital Tools, Incorporated**

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

California

Receiving Party

Mark if additional names of receiving parties attached

Name **Tufan, Inc.**

DBA/AKA/TA

Composed of

Address (line 1) **82 Pioneer Way**

Address (line 2)

Address (line 3)

Mountain View

City

California

State/Country

94041-1502

Zip Code

- Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Delaware

11/23/1999 DNGUYEN 00000061 232415 75711783

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 100.00 CH

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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: 001991 FRAME: 0204

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

(650) 493-9300 extension 4629

Name

Kathleen Huryn, Esq.

Address (line 1)

Wilson Sonsini Goodrich & Rosati, P.C.

Address (line 2)

650 Page Mill Road

Address (line 3)

Palo Alto, California 94304-1050

Address (line 4)

Pages

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

3

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)

75711783

75737938

75737937

1882835

2024264

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

Method of Payment:

Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2415

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.

Kathleen Huryn, Esq.

November 15, 1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Aspirian, Inc., a California corporation ("**Assignor**"), is the owner of the trademarks/service marks as listed on Schedule A attached hereto; and

WHEREAS, Tufan, Inc., a Delaware corporation ("**Assignee**"), is desirous of acquiring said trademarks/service marks together with the good will of the business with which said trademark/service marks are used and which are symbolized by said marks and any and all registrations and applications for registration of said marks;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has, subject to the last paragraph hereof, assigned and by these presents, does hereby sell, transfer, convey and assign unto Assignee the entire right, title and interest in and to said marks, all registrations and all applications for registration of said marks, including without limitation, the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which are symbolized by said marks.

Assignor hereby covenants and represents that the execution, delivery and performance of this Trademark Assignment by Assignor has been duly and validly authorized by all necessary corporate action and this Trademark Assignment has been duly and validly executed and delivered by Assignor and constitutes a valid and legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms. The execution, delivery and performance of this Trademark Assignment does not conflict with, result in a breach of, or constitute default under any applicable law, judgment, order, injunction, decree, rule or regulation, or ruling of any court or governmental instrumentality, or the articles of corporation, bylaws or resolutions of the Board of Directors of Assignor, or conflict with, constitute grounds for termination of or result in a breach of or constitute a default under any agreement, instrument, license or permit to which Assignor is or will be subject.

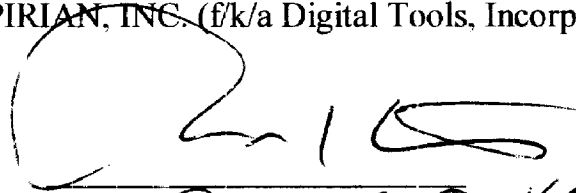
Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representative and assignees, any facts known to Assignor respecting said marks, and at Assignee's sole expense testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said marks in all countries.

Assignor and Assignee agree that this Trademark Assignment shall be effective on and after November 5, 1999.

IN WITNESS WHEREOF, this Assignment of Trademarks is executed at Cupertino,
California, this 5 day of November, 1999.

ASPIRIAN, INC. (f/k/a Digital Tools, Incorporated)

By:



Name: RICHARD I. KADJET

Title: V.P. FINANCE + OPS

SCHEDULE A

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Autoplan II	3/7/95	1,882,835
Autoteam	12/17/96	2,024,264

<u>Mark</u>	<u>Application Date</u>	<u>Application Number</u>
Aspirian	5/21/99	75-711,783
Aspirian	6/24/99	75-737,938
Aspirian	6/24/99	75-737,937