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02-24-2000

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



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12 15 99

Name Baltzley, Cliff A.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization United States of America

Receiving Party

Mark if additional names of receiving parties attached

Name Hush Communications USA, Inc.

DBA/AKATA

Composed of

Address (line 1) 1214 West Sixth Street

Address (line 2) Suite 208

Address (line 3) Austin Texas 78703
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization Delaware

03/10/2000 DNGUYEN 00000145 500456 75601920

FOR OFFICE USE ONLY

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

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: 002025 FRAME: 0674

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) | | |
|---------------------------------------|---------------------------------------|---------------------------------------|------------------------|----------------------|----------------------|
| <input type="text" value="75601920"/> | <input type="text" value="75601912"/> | <input type="text" value="75601933"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75601918"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

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

Deposit Account Number: #

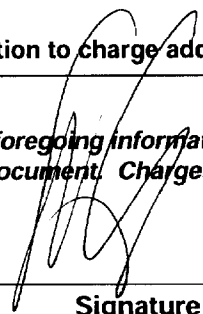
Authorization to charge additional fees: Yes No

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.

Steven R. Sprinkle

Name of Person Signing



Signature

1/26/00

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Cliff A. Baltzley, a citizen of the United States of America with a principal place of business at 1214 West Sixth Street, Suite 208, Austin, Texas 78703 (hereinafter "ASSIGNOR"), is the owner of the following U.S. trademark and service mark applications (the "Marks"):

| <u>Mark(s)</u> | <u>Application No.</u> | <u>Filing Date</u> |
|----------------|------------------------|--------------------|
| HUSH | 75/601,920 | December 9, 1998 |
| HUSH | 75/601,912 | December 9, 1998 |
| HUSHMAIL | 75/601,933 | December 9, 1998 |
| HUSHMAIL | 75/601,918 | December 9, 1998 |

WHEREAS Hush Communications USA, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 1214 West Sixth Street, Suite 208, Austin, Texas 78703 (hereinafter "ASSIGNEE"), is desirous of acquiring all right, title and interest in said Marks and said applications;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said ASSIGNOR does hereby assign unto said ASSIGNEE all right, title, and interest in and to said Marks and said applications therefor in the United States together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to recover for damages and profits for past infringements thereof, if any.

ASSIGNOR represents and warrants that ASSIGNOR owns all right, title and interest in and to said Marks and said applications, free and clear of all liens and encumbrances. ASSIGNOR further warrants and represents that to the best of its knowledge said Marks does not infringe or violate and has not infringed or violated the trademark, tradename, service mark or other proprietary rights of any person, nor has any claim of infringement or violation been made. ASSIGNOR has no knowledge of any suit, action, claim, proceeding, or governmental or administrative investigation or action pending or threatened against said Marks. The sale, transfer, assignment and delivery of said Marks and said applications will transfer to ASSIGNEE full legal title to said Marks and said applications, free and clear of all liens and encumbrances.

The ASSIGNOR undertakes at the request and expense of the ASSIGNEE to do all acts and execute all documents which may be necessary to confirm the title of the ASSIGNEE to the Marks assigned, whether in connection with any registration of such title or otherwise.

The ASSIGNOR shall indemnify the ASSIGNEE against all and any loss, damages and costs sustained by the ASSIGNEE arising out of (1) any breach of the ASSIGNOR of any of its representations and warranties, or (2) ownership of the said mark prior to the effective date of this Assignment. At the request of the ASSIGNEE, ASSIGNOR shall provide all such reasonable assistance as the ASSIGNEE may request to enable the ASSIGNEE to resist any action, claim or proceedings brought against the ASSIGNEE as a consequence of any such breach or the ASSIGNOR's prior ownership of the said Marks.

ASSIGNOR, hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in ASSIGNOR's favor from the respective date of first use of any of the Trademarks from the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

This agreement shall be deemed effective only as of the date on which it has been fully executed by both parties. It shall remain an offer which may at any time be revoked and shall not be deemed effective unless and until both parties have executed this Agreement in full. It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed as of this 15 day of December, 1999.

CLIFF A. BALTZEY

[Assignor]

By: *Cliff Baltzey*
 Print: Cliff A. Baltzey

Witness By: *Aaron J. Harris*
 Name:

IN WITNESS WHEREOF, ASSIGNEE has caused this Assignment to be executed as of this 15 day of December, 1999.

HUSH COMMUNICATIONS USA, INC.

[Assignee]

By: *Cliff Baltzey*
 Print: Cliff A. Baltzey
 Title: President

Witness By: *Aaron J. Harris*
 Name: