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TRADE™



101304102

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
VideoBrush Corporation
P.O. Box 1227
Carpinteria, CA 93014-1227 *2-7-00*

Individual(s) U.S. Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other:
Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
PictureWorks Technology, Inc.
649 San Ramon Valley Blvd.
Danville, CA 94526

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - Delaware
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(s) attached: Yes No

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OPR/FINANCE

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Effective Date: March 6, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
U.S. 75/198,936

B. Trademark Registration No.(s)
2,224,658

Additional Numbers attached? Yes No

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

Name: Joseph F. Nicholson, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 2

7. Total fee (37 C.F.R. 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 11-0600

03/31/2000 DMGUYEN 00000223 110600 75198936
01 FC:481 40.00 CH
02 FC:482 25.00 CH

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.

Jean Pelkowski
Name of Person Signing

Jean Pelkowski
Signature

2/2/2000
Date

Total number of pages comprising cover sheet:

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

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

TRADEMARK ASSIGNMENT

This Assignment effective as and from March 6, 1999 from VideoBrush Corporation, a corporation organized and existing under the laws of Delaware, whose address is P.O. Box 1227, Carpinteria, CA 93014-1227 (hereinafter the "Assignor"), to PictureWorks Technology, Inc., a corporation organized and existing under the laws of Delaware (hereinafter the "Assignee"):

WITNESSETH THAT:

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trade name, trademarks and service marks, including applications to register same and Registration thereof listed in Schedule A, being conveyed, and all rights existing therein at common law (hereinafter referred to as the "Marks") and in and to the goodwill of the business relating thereto; and

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the "Marks", together with the goodwill of the business appertaining to and symbolized by said Marks, and the right to recover for past infringement thereof;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the aforesaid Marks, together with the right to sue for and recover for the past infringements and misuses thereof, the same to be held and enjoyed by the Assignee, its successors and assigns, and the goodwill of the business appertaining thereto and which is symbolized thereby.

Assignor hereby represents and warrants that to the best of its knowledge there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that Assignor will not execute or grant or transfer any rights or interests inconsistent therewith and Assignor binds itself and its successors, assigns, administrators and legal representatives, as the case may be, to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts of a reasonable nature that may be deemed necessary by Assignee, its successors and assigns, to enable Assignee, its successors and assigns, to perfect the title herein conveyed, or intended to so be, and to enable such title to be recorded in the United States and foreign trademark offices, and to enable Assignee, its successors and assigns, to file applications for the said Marks in any country where it may elect to file such application or applications and to allow the title to such application or applications to be recorded in the United States and foreign countries where such application or applications may be filed.

Assignor further covenants and agrees, in consideration of the premises, that it, its successors, assigns, legal representatives and administrators, will at any reasonable time upon request communicate to Assignee, its successors and assigns, any facts relating to the Marks and the history thereof known to Assignor or its successors, assigns, legal representatives and administrators, and that Assignor will testify as to the same in any litigation when requested to do so by Assignee, its successors and assigns; it being understood that Assignee will compensate Assignor for its expenses reasonably incurred in complying with its said requests.

In witness whereof, the Assignor has hereunto executed this instrument on this date first above written by an official of Assignor duly authorized to execute such assignment.

VIDEOBRUSH CORPORATION

By: William J. Burke
Name: William J. Burke
Title: Secretary

Notarial Acknowledgement

On this 16th day of March, 1999, before me personally appeared William J. Burke, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the purpose therein set forth.

Patricia A. Hoener
NOTARY PUBLIC

My Commission expires:

PATRICIA A. HOENER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 29, 2000

SCHEDULE A

MARK: VIDEOBRUSH

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
U.S.	75/198,934	11/15/96	9	2,224,658	2/16/99	Registered
U.S.	75/198,936	11/15/96	42			Allowed
E.C.	675,272	10/31/97	9 & 42			Published
CANADA	866,506	1/13/98		TMA 507,998	2/12/99	Registered
JAPAN	9-179,258	11/21/97	9 & 42			Under Official Action