

04-04-2000



101306134

03-01-2000

ET

RECORD
TRAIL

U.S. Patent & TMO/TM Mail Rpt Dt. #31

3-01-00

TO: The Commissioner of Patents and Trademarks

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

Change of Name

Other

Effective Date
Month Day Year

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 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

FOR OFFICE USE ONLY

04/03/2000 TTON11 00000144 500357 75463381

01 FC:481 40.00 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: 002042 FRAME: 0588

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="75463381"/>	<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"/>
<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.)

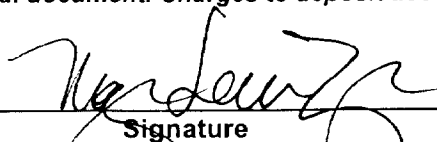
Deposit Account Number: #

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.

Marya Lenn Yee
Name of Person Signing


Signature

3/1/00
Date Signed

AGREEMENT

This Agreement (the "Agreement") is entered into as of the 29th day of November 1999 (the "Effective Date") between Clarence Kie Fannin, an individual with a current principal place of residence at 28704 41st Avenue South, Auburn, WA 98001 ("Fannin"), and Mortgage Automation, Inc. a Washington corporation with a principal place of business at 28704 41st Avenue South, Auburn, WA 98001 ("Mortgage Automation") with an alternative address at 5020 30th Street NE, Tacoma, WA 98422 (Fannin and Mortgage Automation may each be referred to herein as Seller or collectively as "Sellers"), and Walden-Hays, Inc. a New York corporation, with a principal place of business at 853 Broadway, New York, NY 10003 ("Walden").

WHEREAS, Fannin is the owner of the pending United States Trademark application for the mark MOUSE ADS in Class 42 (S/N 75-463,381) for Internet website advertising services (the "Federal Application"); and

WHEREAS, Mortgage Automation owns the registered trademark in the State of Washington for MOUSE ADS, Registration Number: 023280 (the "State Registration"); and

WHEREAS, Mortgage Automation owns the domain name MOUSEADS.com (the "Domain Name"); and

WHEREAS, the Sellers, jointly and severally, own and have used the trade name and trade and service mark MOUSE ADS since at least no later than June 14, 1996, (the "Trademark"); and

WHEREAS, Sellers together desire to assign, sell, transfer and convey to Walden all of Sellers' right, title and interest in and to the Trademark, including without limitation, the Domain Name, the Federal Application and the State Registration and all related goodwill, on the terms and conditions set forth below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

ASSIGNMENT

In consideration for full payment of the Purchase Price and other good and valuable consideration, the sufficiency and receipt of which is hereby accepted and acknowledged, Fannin hereby sells, assigns and transfers to Walden his entire right, title and interest in and to the Trademark including without limitation, the Federal Application and all related goodwill thereof; and Mortgage Automation hereby sells, assigns and transfers to Walden its entire right, title and interest in and to the Trademark, including without limitation, the State Registration and Domain Name and all related goodwill thereof.

CONSIDERATION

Walden shall make a one-time payment of one thousand three hundred dollars (\$1,300) (the "Purchase Price") to Sellers for the purchase of Sellers' right, title and interest in the Trademark including without limitation, the Domain Name, the Federal Application and the State Registration and all related goodwill. In order to effect the Domain Name transfer, Mortgage Automation shall execute and deliver the Registrant Name Change Agreement to Walden (the "RNCA"), annexed hereto as Exhibit 1.

CESSATION OF USE

Sellers and all those related to or in privity with them, shall immediately cease use, if any, of the Trademark as of the Effective Date of this Agreement. Hereinafter, Sellers shall not use, register or attempt to register any trademark, trade name, state level trademark, or domain name or any other name, mark, symbol or device that is deemed by Walden or its successors in interest to be confusingly similar to the Trademark.

REPRESENTATIONS AND WARRANTIES

(a) Sellers, jointly and individually, represent and warrant that (i) Sellers are the owners of the Trademark; (ii) Sellers have the express right to effect the transfers of the Trademark as contemplated herein; (iii) Sellers do not know of any third-party claim to ownership or other challenge to Sellers' ownership of the Trademark; and (iv) other than the Trademark, Sellers have filed no applications to register or claims to ownership of any kind, whether as a trademark, service mark, domain name or trade name, related to MOUSE ADS or any variation of MOUSE ADS deemed by Walden to be confusingly similar thereto for any purpose. For purposes of this Section, Trademark shall mean the Domain Name, the Federal Application, the State Registration and all related goodwill.

(b) Each party hereby expressly represents and warrants that it is free to enter into this Agreement and that such party has not made and will not hereafter make any agreement or commitment in conflict with the provisions hereof, or which interferes or might interfere with the full and complete performance of such party's obligations hereunder. Each party further represents and warrants that this Agreement, the instruments and documents contemplated hereby, the performance of the respective obligations of the parties hereto, and the consummation of the transactions provided herein have been duly authorized and approved by all necessary persons, and all necessary consents or permits have been obtained, and neither the execution of this Agreement nor the performance of the parties' respective obligations hereunder will violate any term or provision of any valid contract or agreement to which such party is subject or by which such party is bound. No further actions or consents are necessary to make this Agreement a valid binding contract, enforceable against the respective parties in accordance with the terms hereof. Each party represents that the person signing this Agreement on the party's behalf has been duly authorized to execute this Agreement on behalf of such party, and each of the signatories hereto signing in a representative capacity warrant and represent that they have been duly authorized by and on behalf of their respective principals to execute this

MISCELLANEOUS

(a) This Agreement shall inure to the benefit of and be binding upon each of the parties' agents, representatives, shareholders, officers, directors, employees, assigns, subsidiaries, parent companies and predecessor or successor companies or entities.

(b) This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any and all prior agreements, understandings or statements, whether written or oral, related to such subject matter. No part of this Agreement may be amended, altered or otherwise changed, nor any rights waived, unless in writing duly executed by each of the parties hereto. The failure of any party hereto to enforce, or the delay by any party in enforcing, any of its rights under this Agreement shall not be deemed a waiver or a continuing waiver of such rights or a modification of this Agreement, and such party may enforce any or all such rights at any time thereafter, subject to any applicable statute of limitations. No waiver of a particular breach or default of this Agreement shall be deemed a waiver of any other breach or default of this Agreement.

(c) Regardless of the place of physical execution, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, as applicable to agreements executed and performed within that state. The parties hereto acknowledge that the courts, state and federal, located within New York, New York shall have exclusive jurisdiction of any controversies relating to this Agreement. Each of the parties hereby expressly consents to (i) the personal jurisdiction of all New York Courts and (ii) service of process being effected upon such party by either hand delivery, or by registered mail, return receipt requested, to the party at the address set forth above. Each of the parties hereby waives any objection to any proceeding in a New York Court whether on the grounds of venue, residence or domicile or on the ground that the proceeding has been brought in an inconvenient forum.

(d) This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. A signature received via facsimile or photocopy shall be deemed an original for all purposes.

IN WITNESS WHEREOF, Fannin, Mortgage Automation and Walden have caused this Agreement to be executed by their fully authorized representatives as of the Effective Date.

CLARENCE KIE FANNIN

By: [Signature]

STATE OF WASHINGTON)
)ss:
COUNTY OF)

On this 8th day of Dec., 1999, did appear CLARENCE KIE FANNIN who to me personally known, did depose and say that he is authorized to execute the foregoing instrument.

[Signature]

Notary Public

Joanna V. Davis

My Comm. Expires 2/26/03

MORTGAGE AUTOMATION, INC.

By: [Signature]

Name: Clarence Kie Fannin

Title: President

STATE OF WASHINGTON)
)ss:
COUNTY OF)

On this 8th day of Dec., 1999, did appear Clarence K. FANNIN who to me personally known, did depose and say that he is President of MORTGAGE AUTOMATION, INC. and is authorized to execute the foregoing instrument on behalf of said corporation.

[Signature]

Notary Public

Joanna V. Davis

My Comm. Expires 2/26/03

DESI NAMANWORTH
Notary Public, State of New York
No. 01NA6033506
Qualified in New York County
Commission Expires November 22, 2001
N L

WALDEN-HAYS
By: [Signature]
Name: ROBERT L. JACKSON
Title: President

STATE OF NEW YORK)
)ss:
COUNTY OF)

On this 28 day of December, 1999, did appear ROBERT L. JACKSON who to me personally known, did depose and say that he is PRESIDENT of WALDEN-HAYS and is authorized to execute the foregoing instrument on behalf of said corporation.

N L
Notary Public