

03/23/00

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OMB 0651-0027

04-20-2000

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  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/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation
- 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

04/20/2000 JSHABAZZ 00000179 2148182

FOR OFFICE USE ONLY

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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: 002055 FRAME: 0292**

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,148,182"/>	<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.

Jennifer C. Debrow  
Name of Person Signing

  
Signature

3/23/00  
Date Signed

R 1517  
2/23/00

**EXHIBIT B**

**SHORT FORM TRADEMARK ASSIGNMENT FOR RECORDATION**

This Short Form Trademark Assignment for Recordation, between Jabber, Inc., a Delaware corporation, whose principal offices are located at 1800 Glenarm Place, Suite 700, Denver, Colorado 80202 ("Jabber"), and Oquirrh Technologies, Inc., a New York corporation, whose principal offices are located at 125 Tech Park Drive, Rochester, NY 14623 ("Oquirrh"), takes effect on February 22, 2000.

**RECITALS**

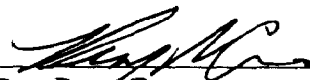
- A. Under a Trademark and Domain Name Assignment Agreement dated February 22, 2000 (the "Agreement"), the parties agreed to transfer and assign the trademark JABBER®, U.S. Reg. No. 2,148,182, registered March 31, 1998 (the "Mark") from Oquirrh to Jabber for good and valuable consideration.
- B. This Short Form Trademark Assignment for Recordation is to be filed with the United States Patent and Trademark Office.

**AGREEMENT**


- 1. **Assignment.** Oquirrh transfers and assigns to Jabber, all of Oquirrh's right, title and interest in and to the Mark, and all registrations therefor, together with all associated goodwill and all related rights. The terms, covenants and provisions of this Assignment inure to the benefit of Jabber, its successors, assigns and other legal representatives, and are binding upon Oquirrh, its successors, assigns and other legal representatives. Included in this assignment are any and all rights that Oquirrh has or may have against persons who have infringed upon any of the trademark rights in the Mark prior to the date of the Agreement. These rights include the right to sue and recover for all damages and profits arising out of infringement prior to the date of the Agreement.
- 2. **General.** No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement may be signed by facsimile and in counterparts.

The parties have executed this Agreement as of the date first written above.

Jabber, Inc.

  
By: Perry Evans  
Its: President

Oquirrh Technologies, Inc.

  
By: Robert A. Houde  
Its: President