

05-16-2000



U.S. DEPARTMENT OF COMMERCE

101357054

SHEET

TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 029686.2000

OFFICE OF FINANCE

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

1. Name of Conveying party(ies):

International Data Group, Inc

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Other

Massachusetts

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Topica Inc.

Street Address: 620 Folsom Street

Suite 300

San Francisco, CA 94107

- ☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☒ Corporation-State: Delaware
☐ Other: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: April 13, 2000

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

A. Trademark Application No.(s) 75/720,328; 75/744,676; 75/748,616 B. Registration No.(s) 2,171,380; 2,094,310

Additional numbers attached? ☐ Yes ☒ No

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

Clark T. Thiel
 Probeck, Phleger & Harrison LLP
 Spear Street Tower
 One Market
 San Francisco, CA 94105

6. Total number of applications and trademark registrations involved: Five

7. Total fee (37 C.F.R. § 3.41): \$140.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing Attorney Docket:

8. Deposit account number: 02-3950

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

DO NOT USE THIS SPACE

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01 FC:481

40.00 OP

02 FC:482

100.00 OP

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.

Name: Clark T. Thiel

Signature

4/20/00

Date

Total number of pages comprising cover sheet, attachment and document: 2

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

ASSIGNMENT OF TRADEMARK

Whereas, INTERNATIONAL DATA GROUP, INC., a Massachusetts corporation located and doing business at One Exeter Plaza, 15th Floor, Boston, Massachusetts ("Assignor"), has adopted and used, in the United States and other countries the marks TIPWORLD (Reg. No. 2,171,380) and TIP WORLD (Reg. No. 2,094,310), which are registered in the United States Patent and Trademark Office; and the marks TIPWORLD THE E-SERVICES COMPANY (Serial No. 75/744676), TIPWORLD THE E-SERVICES LEADER (Serial No. 75/748616) and TIPWORLD THE E-SERVICES LEADER (Serial No. 75/720328), for which applications have been filed with the United States Patent and Trademark Office (hereinafter collectively and individually referred to as the "Marks");

Whereas Assignor is assigning the Marks in the above-identified applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. Section 1060; by the terms and conditions of the Asset Purchase Agreement entered as of March 2, 2000 by and among Assignor, Topica, Inc. and PC World Communications, Inc. (hereinafter "the Agreement"); and by any other applicable laws; and

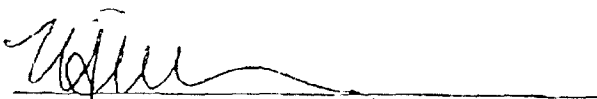
Whereas TOPICA INC., a Delaware corporation located and doing business at 620 Folsom Street, Suite 300, San Francisco, California ("Assignee"), the successor of the ongoing and existing business or portion thereof of Assignor to which the marks pertain, has acquired said Marks and any and all registrations thereof pursuant to the Agreement;

Now, therefore, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign unto Assignee all its right, title and interest in and to said Marks, together with the goodwill of the business symbolized by the Marks, the business associated with such Marks and the above identified applications and registration thereof. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has executed this document on the date indicated.

By:


Name: Miriam R. Karlin
Title: Assistant Secretary

Date:

April 13, 2000