

06-19-2000

Form PTO-1595

1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MRD  
5.24.00

101383683

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

1. Name of conveying party(ies):

**Adhesive Software, Inc.**

Individual(s)                       Association

General Partnership               Partnership

Corporation-Texas

Other

Additional name(s) of conveying party(ies) attached?

yes                       no

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

**Name: Hyperoffice.com Incorporated**  
**Address: 10500 Little Patuxent Parkway**  
**Columbia, MD 21044**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-Delaware

Other

Additional name(s) & address(es) attached?

yes                       no

Appointment of Domestic Representative attached?

yes                       no



3. Nature of Conveyance:

Assignment                       Merger

Security Agreement               Change of Names

Other

Execution Date: **April 15, 2000**

4. Application number(s) or registration number(s): **Serial No. 75/699,410**

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes                       No

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

SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC  
2100 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20037-3213

Attention: **Gary D. Krugman**

6. Total number of applications and registration involved: **ONE**

7. Total Fee (37 CFR 3.41): **\$40.00**

Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.

Authorized to be charged to Deposit Account

8. Deposit Account No. **19-4880**

(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

*Gary D. Krugman*                      5/24/00

Name    Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

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

Do not detach this portion

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

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

06/18/2000 DNGUYEN 00000195 75699410

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(40.00 DP)

TRADEMARK  
REEL: 002089 FRAME: 0029

## DOMAIN NAME AND TRADEMARK ASSIGNMENT

This Agreement is made as of April 15, 2000 between Hyperoffice.com, Incorporated, a Delaware Corporation ("Buyer"), and Adhesive Software, Inc., a Texas Corporation with its principal office at 100 Congress Ave., Suite 600, Austin, Texas 78701, also known, and listed on Network Solution, Inc.'s WHOIS database, as "Web OS Productions" ("Seller").

1. Seller hereby assigns and transfers to Buyer all claims, rights, title and interest Seller has or may have in the registered domain name "Webos.com" (the "Domain Name"). Without limiting either the foregoing or the specific assignment set forth in Paragraph 2 of this Agreement, Seller hereby assigns and transfers to Buyer all U.S. and foreign trademark rights which Seller has or may have in the Domain Name, including all right, title, and interest in and to the trademarks WEBOS, WEBOS.COM and WEBOS (Stylized), together with the goodwill of the business symbolized by the trademarks and any registration(s) thereof. Seller represents and warrants that he owns all right, title and interest in and to the Domain Name, free and clear of all liens and encumbrances.
2. Seller hereby sells, assigns and transfers to Buyer all claims, rights, title and interest in and to the U.S. Trademark Application for WEBOS, Serial No. 75/699,410, including any registration to issue from this application, all common-law rights associated with use of the mark, and the goodwill of the business connected with the mark, the same to be held and enjoyed by Buyer, its successors, assigns and other legal representatives. Seller warrants and covenants that Application Serial No. 75/699,410 is currently active and in good standing before the U.S. Patent & Trademark Office, and that Seller has taken all action necessary to maintain the application. Buyer assumes all risks that Application Serial No. 75/699,410 will not in fact result in a registered trademark and further assumes all obligations, including all associated actions and costs required to respond to the Office Action dated November 5, 1999, required to maintain Application Serial No. 75/699,410.
3. Immediately upon execution of this Agreement, Seller will take all steps necessary to effectuate the transfer of the Domain Name to IP addresses specified by Buyer in writing and to register the transfer of the Domain Name with Internic (or its successor). Seller further agrees to cooperate with Buyer in executing all documents and doing all things that Buyer in good faith considers necessary or desirable to further the purposes of this Agreement, at Buyer's expense, including without limitation any documents deemed necessary by Buyer to record the assignment of U.S. Trademark Application Serial No. 75/699,410 to Buyer with the United States Patent & Trademark Office. Notwithstanding the foregoing, Seller expressly agrees that it shall bear all of its internal costs associated with effecting the transfer of the Domain Name and the assignment of Application Serial No. 75/699,410.
4. Seller shall not adopt or register any domain name, trademark or service mark confusingly similar to the Domain Name in any domain name or trademark registry in any country. Seller shall not use the Domain Name, or any confusingly similar derivation, in any context on the Internet or elsewhere.

5. In consideration of Seller's covenants under this Agreement, within one business day after receipt of (a) an original completed and notarized Network Solutions, Inc. Registrant Name Change Agreement for the transfer of the Domain Name to Buyer, and (b) a fully executed copy of this Agreement, Buyer shall pay \$258,250.00 to Seller Adhesive Software, Inc.

6. This Agreement will inure to the benefit of and be binding on all successors and assigns.

7. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, excluding conflicts of laws principles. Any suit hereunder may be brought in the federal or state courts in Virginia, and both parties hereby agree to submit to the jurisdiction thereof.

8. This Agreement constitutes the final, complete and exclusive entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous proposals, arrangements or understandings made between the parties with respect to such subject matter. This Agreement may be modified or amended only by a written agreement executed by both parties. This Agreement is made without reliance on any promises or representations other than those expressly contained in this Agreement.

9. If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing party shall be entitled to receive its attorneys' fees and court costs in addition to any other relief it may receive.

10. Adhesive Software, Inc. represents and warrants that it is has full legal authority to execute this Agreement on behalf of "Web OS Productions."

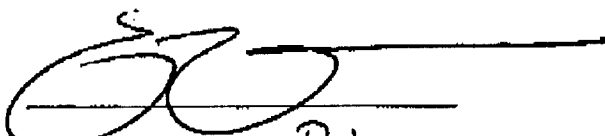
Seller:

Buyer:

Adhesive Software, Inc.  
a Texas Corporation,  
both for itself and for  
Web OS Productions

Hyperoffice.com, Incorporated,  
a Delaware corporation

By: 

By: 

Name: Derek Saunders

Name: Shervin Pishovar

Title: COO

Title: CEO

Date: 4-14-00

Date: 4-15-00

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