

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

**MRD**  
**6123100**

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

07-19-2000



101407056

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original

**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  
    
**May 2, 2000**

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
    
**May 2, 2000**

Name  **Process Software Corporation**

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  **Massachusetts**

**Receiving Party**

Mark if additional names of receiving parties attached

Name  **IPWorks, Inc.**

DBA/AKA/TA

Composed of

Address (line 1)  **959 Concord Street**

Address (line 2)

Address (line 3)  **Framingham**  **Massachusetts**  **01701**

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 attached from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  **Delaware**

07/18/2000 NTHA11 00000202 75504008

**FOR OFFICE USE ONLY**

01 FC:481 40.00 DP  
02 FC:482 120.00 DP

The 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 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.

**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)**

**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.)

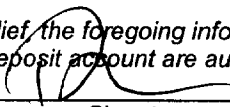
Deposit Account Number: #

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.

Deborah J. Peckham  
Name of Person Signing

  
Signature

6/23/00  
Date Signed

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS, Process Software Corporation, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 959 Concord Street, Framingham, Massachusetts 01701, ("Assignor") is the owner of the trademarks, trademark applications, and tradenames, together with the goodwill associated with the trademarks, trademark applications, and tradenames, as well as domain names described on Schedule A attached hereto (collectively, the "Intellectual Property");

WHEREAS, IPWorks, Inc. , a corporation organized and existing under the laws of the state of Delaware, having a usual place of business at 959 Concord Street, Framingham, Massachusetts 01701 ("Assignee"), is desirous of acquiring the right, title and interest of Assignor in, to and under said Intellectual Property; and

WHEREAS, Assignor and Assignee have, contemporaneously with the execution of this Assignment, executed a certain Assignment, Bill of Sale and Assumption Agreement, whereby certain assets of Assignor, including such assets that underlie and are associated with the Intellectual Property, have been and are intended to be transferred to Assignee in exchange for certain consideration exchanged between Assignor and Assignee.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby mutually-acknowledged, Assignor does sell, assign, transfer and set over unto said Assignee, its successors and assigns, its entire right, title and interest in and to all Intellectual Property listed on the attached Schedule A, together with the goodwill associated therewith, and any affidavits, renewals, extensions or other applications based in whole thereon; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Intellectual Property rights are or may be granted, renewed or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made; together with all claims for damages by reason of past infringement of said Intellectual Property, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, Assignor agrees for itself and its successors and assigns to execute all applications, deeds or other instruments, and to do all acts necessary or proper to secure the transfer to the said Assignee and its successors and assigns of the Intellectual Property in the United States and all other countries, with claims to vest and confirm in said Assignee and its successors and assigns, the legal title to all such Intellectual Property and to otherwise give full effect to and perfect the rights of said Assignee under this assignment.

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IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized officer this 2<sup>nd</sup> day of May, 2000.

PROCESS SOFTWARE CORPORATION

By: [Signature]

Title: PRESIDENT

Commonwealth of MA )  
County of Suffolk ) ss

On this 1 day of May, 2000, before me appeared Dean Anderson to me personally known who, being duly sworn, did depose and say that he is the President, the corporation named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporation; and said Dean Anderson acknowledged said instrument to be the free and authorized act and deed of said corporation.

[Signature]  
Notary Public  
My Commission Expires: Oct 6, 2006

IPWORKS, INC.

By: [Signature]

Title: President

**SCHEDULE A**  
**TRADEMARKS\***

Trademark Name	Status	App. Number	App. Date	Reg. Number	Reg. Date
ADDRESSWORKS Country: Canada	Pending	899,903	17-Dec-1998		
ADDRESSWORKS Country: European Community Classes: 9	Published	1,020,056	17-Dec-1998		
ADDRESSWORKS Country: United States of America Classes:9	Allowed	75/504,008	17-Jun-1998		
DNSworks Country: United States of America	Unfiled - Common Law				
CompressNET Country: United States of America	Unfiled - Common Law				
EDNSWORKS Country: United States of America	Unfiled - Common Law				
IP ADDRESSWORKS Country: Canada	Pending	899,902	17-Dec-1998		
IP ADDRESSWORKS Country: European Community Classes: 9	Pending	1,019,744	17-Dec-1998		
IP ADDRESSWORKS Country: United States of America Classes: 9	Published	75/504,009	17-Jun-1998		
IP POLICYWORKS Country: Canada	Pending	1,022,242	14-Jul-1999		
IP POLICYWORKS Country: European Community Classes: 9	Pending	1,240,506	14-Jul-1999		
IP POLICYWORKS Country: United States of America Classes: 9	Pending	75/621,230	14-Jan-1999		
IPWORKS Country: Canada	Pending	1,002,092	15-Jan-1999		
IPWORKS Country: European Community Classes: 9, 42	Pending	1,045,954	19-Jan-1999		
IPWORKS Country: United States of America Classes: 42	Registered	75/005,602	13-Oct-1995	2,086,387	05-Aug-1997

Trademark Name	Status	App. Number	App. Date	Reg. Number	Reg.	Date
IPWORKS Country: United States of America Classes: 9	Suspended	75/621,245	14-Jan-1999			
POLICYWORKS Country: Canada	Pending	899,904	17-Dec-1998			
POLICYWORKS Country: European Community Classes: 9	Published	1,020,007	17-Dec-1998			
POLICYWORKS Country: United States of America Classes: 9	Allowed	75/503,977	17-Jun-1998			

- Including common law rights to all related logos.

### DOMAIN NAMES

IPWORKS.COM  
 IPWORKS.NET  
 BADDNS.COM  
 DNSWORKS.COM  
 EDNSWORKS.COM  
 IP-WORKS.COM  
 IP-WORKS.NET  
 IPADDRESSWORKS.COM  
 IPDESIGNWORKS.COM  
 IPPOLICYWORKS.COM  
 NETWORKSERVICEONLINE.COM  
 NETWORKSERVICESONLINE.COM  
 IPGARAGE.COM  
 IPMECHANIC.COM  
 IPRESOURCECENTER.COM

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