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

1. Name of conveying party(ies):

Electric Editor, Incorporated

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 28, 2000

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

Name: Static Free Software

Internal Address:

4119 Alpine Road

Street Address:

City: Portola Valley State: CA ZIP: 94028

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)



B. Trademark registration No.(s)

08-03-2000

U.S. Patent & TMO/c/TM Mail Rpt Dt. #10

1,623,335

Additional numbers attached? Yes No

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

Name: Thomas Langer, Esq.

Internal Address:

FRISHAUF, HOLTZ, GOODMAN, LANGER & CHICK, P.C. 767 Third Avenue

Street Address:

City: New York, State: N.Y. ZIP: 10017

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Any Deficiencies
- Authorized to be charged to deposit account

8. Deposit account number:

06-1378

(Attach duplicate copy of this page if paying by deposit account)

09/13/2000 NTHAI1 00000205 1623335

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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.

Thomas Langer

Name of Person Signing

Reg. No. 27,264

Thomas Langer
Signature

July 31, 2000

Date

Total number of pages comprising cover sheet:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 002134 FRAME: 0909

BILL OF SALE AND ASSIGNMENT

FOR VALUABLE CONSIDERATION in the amount of Forty-One Thousand Dollars (\$41,000.00) in cash, the receipt and sufficiency of which is hereby acknowledged, Electric Editor, Incorporated and Brian Gardiner (collectively the "Seller"), hereby sells, transfers, assigns, conveys, sets over and delivers to Static Free Software and Steven Rubin (collectively the "Buyer"), all right, title, and interest Seller may have in the assets (the "Assets") listed in Exhibit A, attached hereto and incorporated herein by reference.

The Buyer covenants and warrants that:

(a) The Buyer has been intimately involved in the Business, is fully aware of the condition of the Assets and the Business. Accordingly, subject to the representations of the Seller set forth below, Buyer accepts the Assets "AS IS" and on the terms of this Bill of Sale.

(b) Buyer hereby assumes, and shall discharge and indemnify Seller from, all debts, duties, and obligations, whether fixed or contingent, of the Business which have arisen on, or following, the date of this Bill of Sale. Seller hereby assumes, and shall discharge and indemnify Buyer from, all debts, duties, and obligations, whether fixed or contingent, of the Business which have arisen prior to the date of this Bill of Sale.

(c) Buyer agrees, at his own cost and expense, to promptly notify all suppliers of the Business of the transfer of the Assets, of the fact that Seller shall no longer be liable for any obligations incurred in the operation of the Business, and to protect Seller from all liability for any obligations hereafter incurred in connection with the Business.

The Seller covenants and warrants that:

(a) The Seller has the right and authority to transfer the Assets of the Business to Buyer.

(b) The Seller is not aware of any encumbrances, claims, defects, infringements, debts, liens or other obligations affecting rights, interest or title to the Assets.

OTHER THAN THE ABOVE REPRESENTATIONS AND WARRANTIES OF SELLER, THE ASSETS ARE TRANSFERRED AS IS. SELLER EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING THE ASSETS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

The consideration of \$41,000 shall be divided into two parts. The first part, \$31,000, shall be payable at the time of sale. The remainder (\$10,000) shall be payable from 50% of license revenues earned by Seller, and shall not exceed \$10,000.

This Bill of Sale and Assignment shall bind and inure to the benefit of the Seller and the Buyer and their respective successors and assigns and legal or personal representatives.

This Bill of Sale and Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California. Any dispute arising out of this Bill of Sale

and Assignment shall be resolved by binding arbitration by a single arbitrator under the rules of the American Arbitration Association.

IN WITNESS WHEREOF, this Bill of Sale and Assignment has been duly executed by or on behalf of the Seller and the Buyer effective as of April 28, 2000, at Los Gatos, California.

BUYER:

SELLER:

Static Free Software

Electric Editor, Inc.

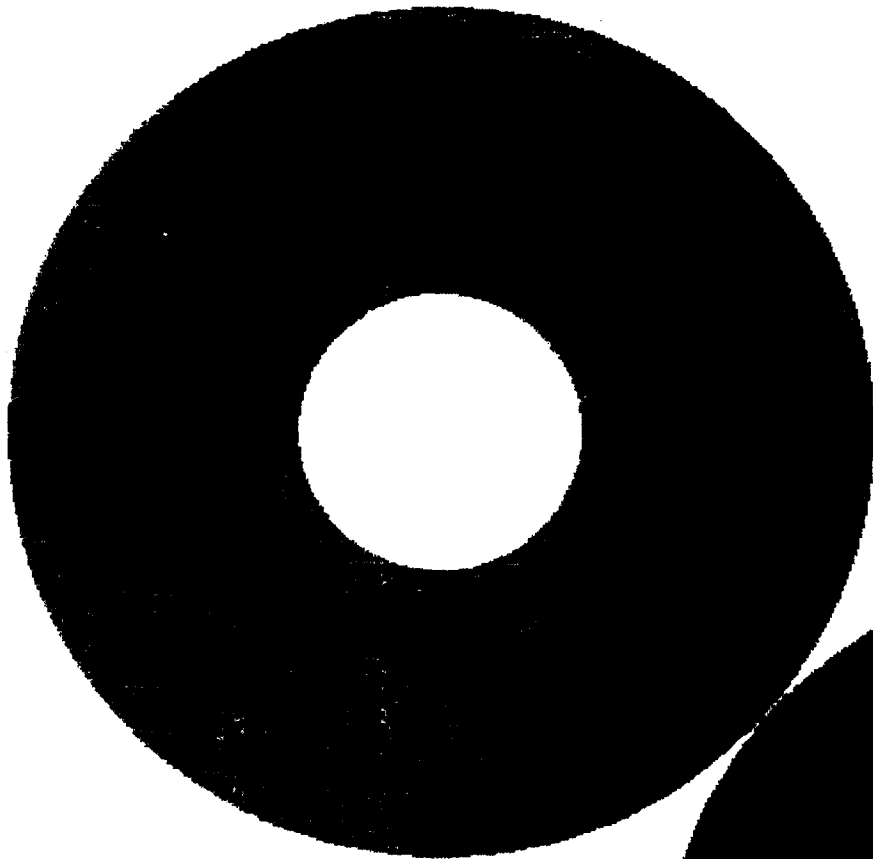
By: Steven M. Rubin
Steven Rubin, President

By: Brian Gardiner
Brian Gardiner, President

EXHIBIT A

ASSETS

- I. The Electric VLSI Design System, including complete source code, documentation, samples, libraries, and all aspects of the said system.
- II. All trademarks used by Seller in connection with the above system, provided that nothing herein shall prevent Seller from using "Electric Editor, Inc." as a dba for the period of one year from the effective date of this Agreement.
- III. A Decwriter printer.



URL font:
ArialNarrow 14

"Version" font:
Arial 20

"Electric" font:
Impact 28

