

03-13-2001



101633067

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01292001

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

03/12/2001 6TON11 00000132 76095310

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 275.00 DP

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: 002249 FRAME: 0276

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" value="76095310"/>	<input type="text" value="76093838"/>	<input type="text" value="76093839"/>
<input type="text" value="76093826"/>	<input type="text" value="76093825"/>	<input type="text" value="75906471"/>
<input type="text" value="75906469"/>	<input type="text" value="75812737"/>	<input type="text" value="75812736"/>

<input type="text" value="2386763"/>	<input type="text" value="2298678"/>	<input type="text"/>
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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.

RICHARD ZAJCEN

Name of Person Signing

[Signature]

Signature

2/27/01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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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)

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BILL OF SALE OF COLLATERAL
(Public Sale)

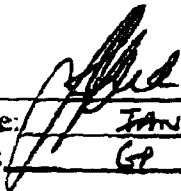
Imperial Bank, (the "Secured Party") pursuant to the Commercial Security Agreement dated September 15, 1999 executed by AIM Technologies, Inc. (the "Debtor"), for the benefit of Secured Party (the "Security Agreement") and pursuant to Section 9.504 of the Texas Business and Commerce Code ("Texas UCC"), has noticed the Debtor of the public sale of the collateral described in the Security Agreement. Secured Party appointed Tim J. Klitch ("Secured Party's Agent") to conduct a public sale of the collateral. The public sale was conducted by Secured Party's Agent on January 29, 2001, at 10:00 a.m. pursuant to the Notice of Public Sale posted or published in the following places on the following dates: Travis County Courthouse on January 24, 2001 and *Austin American Statesman* on January 27, 2001 and January 28, 2001.

The sale of the hereinafter described property was made subject to the Sand Hill Capital II, L.P. security interests securing debt in the approximate amount of \$3,330,257.03 and to all other matters of record applicable to the described property which were superior to the Security Agreement. Sand Hill Capital Special Purpose, L.L.C. ("Assignee") bid the amount of \$5,000 ("Bid Amount") and was the successful bidder at the public sale.

Therefore, by the authority conferred to the Secured Party, by or under the Security Agreement and the Texas UCC, and for the consideration of the Bid Amount paid by Assignee, Secured Party and Secured Party's Agent on behalf of Secured Party do hereby grant, sell and convey to Assignee the following described property which constitutes only a portion of the collateral described under the Security Agreement:

All present and future "general intangibles" (as defined in the California Uniform Commercial Code in effect on the date hereof) (including without limitation all present and future goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, telephone numbers, domain names, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, and design rights, copyrights, copyright rights, copyright applications, copyright registrations and like protections in such work of authorship and derivative work thereof, whether published or unpublished; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information; all mask work or similar rights available for the protection of semiconductor chips; all claims for damages by way of any past, present or future infringement of any of the foregoing), and all proceeds and insurance proceeds thereof and all warranty claims and other claims and rights relating thereto (the "Property").

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns forever, and the Secured Party and Secured Party's Agent do hereby bind the Debtor, its successors and assigns, to forever **WARRANT** and **DEFEND** the title to the Property unto the said Assignee, its successors and assigns, against any person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the Debtor.

By: 
Name: JAN SCHNIDER
Title: GP

The Property is in a used condition, and neither the Secured Party nor the Secured Party's Agent is a developer or distributor of, or dealer or merchant in, such Property. Neither Secured Party nor Secured Party's Agent has possession of, and is delivering or can deliver, any of the source codes, software, applications, literature, patents, copyrights, or other indicia of ownership of the Property.

NEITHER SECURED PARTY NOR SECURED PARTY'S AGENT MAKES, EITHER EXPRESSLY, IMPLIEDLY OR STATUTORILY, ANY WARRANTY OF TITLE OR MERCHANTABILITY IN RESPECT TO SAID PROPERTY, AND THE PROPERTY IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF DELIVERY OF THIS BILL OF SALE, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON EITHER THE SECURED PARTY'S OR THE SECURED PARTY'S AGENT SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE.

This is a final and exclusive expression of the agreement of the Secured Party or the Secured Party's Agent and Assignee, and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale. By acceptance of delivery of this Bill of Sale, Assignee acknowledges that Assignee has examined the Property as fully as desired, wherever it may be located.

EXECUTED effective January 29, 2001.

SECURED PARTY:

IMPERIAL BANK

By: T. J. Klitch
Name: Tim J. Klitch
Title: First Vice President

SECURED PARTY'S AGENT:

By: T. J. Klitch
Tim J. Klitch