

03-30-2001

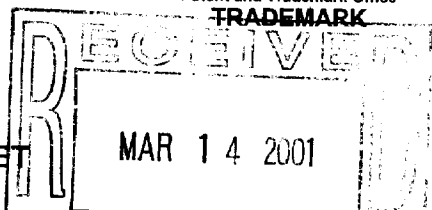
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101670159

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



3/14/01

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
02 06 01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

02 06 01

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/AKATA

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

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.)

FOR OFFICE USE ONLY

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: 002260 FRAME: 0608

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="75723964"/>	<input type="text" value="75846758"/>	<input type="text" value="75867451"/>	<input type="text" value="2329148"/>	<input type="text" value="2426346"/>	<input type="text"/>
<input type="text" value="76129976"/>	<input type="text" value="76129977"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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: #

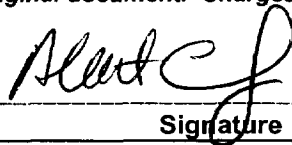
Authorization to charge additional fees: Yes No

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.

ALBERT A. CARRION, JR.

Name of Person Signing



Signature

3/12/01

Date Signed

BILL OF SALE OF COLLATERAL

(Public Sale)

Imperial Bank, (the "Secured Party") pursuant to the Commercial Security Agreement dated July 19, 2000 executed by Alerta.com, Inc., a Texas corporation (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 David McLaughlin ("Secured Party's Agent") to conduct a public sale of the collateral. The public sale was conducted by Secured Party's Agent on February 6, 2001, at 10:00 a.m. pursuant to the Notice of Public Sale published in the following place on the following dates: *Austin American Statesman* on February 4th and 5th, 2001.

Robin C. Cook ("Assignee") bid the amount of \$40,000.00 ("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:

All personal property of Alerta.com, Inc. whether presently existing or hereafter created, written, produced or acquired, including, but not limited to: (i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all investment property including securities and securities entitlements (ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right of Imperial Bank to sue in its own name and/or in the name of the Alerta.com, Inc. for past, present and future infringements of copyright, (iii) all goods including, without limitation, equipment and inventory (including, without limitation, all export inventory), (iv) all guarantees and other security therefor, (v) all trademarks, service marks, trade names and service names and the goodwill associated therewith, (vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Alerta.com, Inc. is licensor or licensee, (c) all income, royalties,

damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, division, continuations, renewals, extensions and continuations-in-part with any of the foregoing, and (vii) all products and proceeds including, without limitation, insurance proceeds, of any of the foregoing, (viii) all attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above, (ix) all products and produce of any of the property described above, (x) all accounts, general intangibles, instruments, rents, monies, payments and all other rights, arising out of a sale, lease or other disposition of property described above, (xi) all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described above, and (xii) all records and data relating to any of the property described above, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data or electronic media (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.

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. The Secured Party or the Secured Party's Agent may not have possession of, or can deliver, all of the Property.

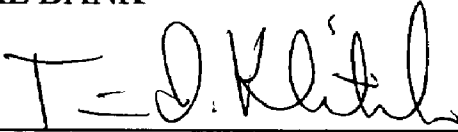
NEITHER SECURED PARTY NOR SECURED PARTY'S AGENT MAKES, EITHER EXPRESSLY, IMPLIEDLY OR STATUTORILY, ANY WARRANTY OF TITLE OR MERCHANTABILITY IN RESPECT TO SAID PROPERTY, AND THE PROPERTY IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF DELIVERY OF THIS BILL OF SALE, ASSIGNEE 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 and 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 February 6, 2001.

SECURED PARTY:

IMPERIAL BANK

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

SECURED PARTY'S AGENT:

By: 
David McLaughlin

[Additional Signatures to Follow]

Startech Seed Fund II, L.P. ("Startech") hereby joins in and ratifies the public sale conducted by Secured Party, and hereby releases and terminates all of its security interests, liens and financing statements against the Property hereby sold. Startech shall execute and deliver to Assignee a UCC-3 termination statement.

Startech Seed Fund II, L.P.

By: Startech Associates II, L.P., its General Partner

By: Startech Equity II, L.L.C., its General Partner

By: 
Matt Blanton, Managing Member

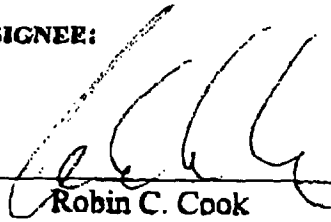
[Assignee's Signature to Follow]

120621.0012 (UST) 215069-1

**AGREED TO AND ACCEPTED effective
this 6th day of February, 2001:**

ASSIGNEE:

By:



Robin C. Cook

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Registration No: 2,329,148

Registration Date: March 14, 2000

Trademark: **YOUR INFORMATION ANYTIME, ANYWHERE**

To: Robin C. Cook

Domestic Representative Name and Address:

Hilgers & Watkins, P.C.

c/o Albert A. Carrion, Jr.

P.O. Box 2063

Austin, Texas 78768-2063

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Registration No: 2,426,346
Registration Date: February 6, 2001
Trademark: **ALERTA.COM**

To: Robin C. Cook

Domestic Representative Name and Address:

Hilgers & Watkins, P.C.
c/o Albert A. Carrion, Jr.
P.O. Box 2063
Austin, Texas 78768-2063

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Serial No.: 75/846,758
Filed: November 12, 1999
Trademark: **ALERTZ**

To: Robin C. Cook

Domestic Representative Name and Address:

Hilgers & Watkins, P.C.
c/o Albert A. Carrion, Jr.
P.O. Box 2063
Austin, Texas 78768-2063

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Serial No.: 75/723,964
Filed: June 8, 1999
Trademark: **PERMISSIVE PUSH**

To: Robin C. Cook

Domestic Representative Name and Address:

Hilgers & Watkins, P.C.
c/o Albert A. Carrion, Jr.
P.O. Box 2063
Austin, Texas 78768-2063

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Serial No.: 75/867,451
Filed: December 10, 1999
Trademark: **GET THE BUZZ**

To: Robin C. Cook

Domestic Representative Name and Address:

Hilgers & Watkins, P.C.
c/o Albert A. Carrion, Jr.
P.O. Box 2063
Austin, Texas 78768-2063

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Serial No.: 76/129,976
Filed: September 18, 2000
Trademark: **ALERTZ.COM**

To: Robin C. Cook

Domestic Representative Name and Address:

Hilgers & Watkins, P.C.
c/o Albert A. Carrion, Jr.
P.O. Box 2063
Austin, Texas 78768-2063

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Serial No.: 76/129,977
Filed: September 18, 2000
Trademark: **MYALTERTZ**

To: Robin C. Cook

Domestic Representative Name and Address:

Hilgers & Watkins, P.C.
c/o Albert A. Carrion, Jr.
P.O. Box 2063
Austin, Texas 78768-2063

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DAVID W. HILGERS
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ROBERT E. REETZ, JR.
DONNA BROWN
C. A. (JOE) DAVIS
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RANDALL C. DOUBRAVA
DIANE TRIPP CARTER
MARK D. CHOUTEAU
RANDY C. CAIN
HAL S. KATZ

HILGERS & WATKINS

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March 12, 2001

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DAVID RODRIGUEZ
DANIEL R. SMITH
SHARRON L. SWANN

BOX ASSIGNMENT/FEE
Director – U.S. Patent and Trademark Office
Washington, D.C. 20231

Re: Recordation of Assignment

Dear Sir:

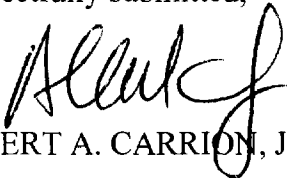
Enclosed for recordal is the assignment of two registered trademark registrations and five pending trademark applications to Robin C. Cook. The address of Robin C. Cook is Bernard Zweerskade 10, 1077 TX Amsterdam, The Netherlands.

Enclosed also are Designations of Domestic Representatives for each registration and pending application assigned.

The recordal fee in the amount of one hundred-ninety dollars (\$190) as prescribed by 37 C.F.R. §2.6(b)(6) is submitted herewith.

Please return the recorded assignment to the undersigned.

Respectfully submitted,



ALBERT A. CARRION, JR.

AAC/sfsw

Enclosures

cc: Robin C. Cook