

3-26-01

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

04-12-2001

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



101674766

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

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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)

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 from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

04/11/2001 6TON11 00000099 75742345

01 FC:481 40.00 DP  
02 FC:482 225.00 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

**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="74/742,345"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,937,215"/>	<input type="text" value="2,408,152"/>	<input type="text" value="2,408,149"/>
<input type="text" value="74/742,343"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,408,148"/>	<input type="text" value="2,408,151"/>	<input type="text" value="2,355,175"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,408,147"/>	<input type="text" value="2,408,150"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

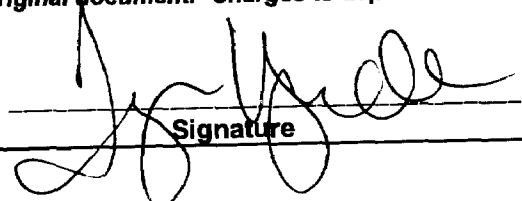
Method of Payment: Enclosed  Deposit Account

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.

Tawnya R. Wojciechowski  3/23/01

Name of Person Signing Signature Date Signed

**EXHIBIT "A"****TRADEMARKS/SERVICE MARKS**

<b><u>Mark</u></b>	<b><u>Country/State</u></b>	<b><u>Appl./Reg. No.</u></b>	<b><u>Filed/Issued</u></b>
ANYSITE	U.S.	1,937,215	11/21/95
ANYDRIVE	U.S.	2,408,148	11/28/00
ANYSITE WEB	U.S.	74/742345	7/2/99
ANYSITE LE	U.S.	2,408,147	11/28/00
LOCATIONCENTRIC BUSINESS INTELLIGENCE	U.S.	74/742343	7/2/99
ANYSITE PROFESSIONAL	U.S.	2,408,152	11/28/00
ANYREPORT	U.S.	2,408,151	11/28/00
ANYSITE.COM	U.S.	2,408,150	11/28/00
ANYSITE ENTERPRISE	U.S.	2,408,149	11/28/00
ANYCOVERAGE.COM	U.S.	2,355,175	6/6/00

**GENERAL INTELLECTUAL PROPERTY TRANSFER  
AND TRADEMARK/INTELLECTUAL PROPERTY  
RIGHTS ASSIGNMENT**

THIS AGREEMENT OF INTELLECTUAL PROPERTY TRANSFER AND TRADEMARK/INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT is made the 1<sup>st</sup> day of April, 2000 between Integration Technologies, Inc., a California corporation, having a principal place of business at 1201 Dove Street, Suite 200, Newport Beach, California 92660 ("Transferor"), and AnySite Technologies, LLC, a California limited liability corporation, having a principal place of business at 1201 Dove Street, Suite 200, Newport Beach, California 92660 ("Transferee");


WHEREAS, the Transferor has specifically acquired certain rights in and to the trademarks, service marks, and trade names (the "MARKS"), including all U.S. trademark registrations or applications, foreign trademark registrations or applications, state trademark registrations or applications, and any common law rights in the MARKS, as collectively attached hereto on Exhibit "A," and all copyrights or other intellectual property of Transferor, whether registered or not, (hereinafter "INTELLECTUAL PROPERTY RIGHTS") together with any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and all rights corresponding thereto throughout the world, and all of the goodwill of Transferor's business symbolized thereby or associated therewith; and

WHEREAS, the Transferee wishes to acknowledge its acquisition all of Transferor's rights in and to the MARKS and INTELLECTUAL PROPERTY RIGHTS and the good will associated therewith throughout the world for the purpose of recording assignments of the intellectual property rights acquired from Transferor with various governmental entities.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties, the receipt and sufficiency of which is hereby acknowledged, the Transferor hereby assigns, transfers and conveys to the Transferee all right, title and interest in and to the MARKS and INTELLECTUAL PROPERTY RIGHTS and the registration(s) or applications thereof together with the good will of the business which is symbolized by the MARKS and with the right to recover for damages and profits and all other remedies for past infringements thereof. This assignment constitutes a transfer of all of Transferor's right, title and interest in the MARKS and INTELLECTUAL PROPERTY RIGHTS. [This is a change Mr. Ackerman wants it. Zublin doesn't really care; he just wants to put it to bed. Mr. Small, whom I'm talking to, says if you want to discuss it with Mr. Zublin, feel free to email him about it.]

**TRANSFEROR:**

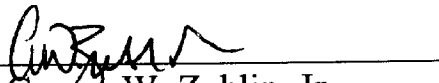
INTEGRATION TECHNOLOGIES, INC.  
a California corporation

By   
Glen Ackerman  
Chief Executive Officer

Date 4-1-2000

**TRANSFEEEE:**

ANYSITE TECHNOLOGIES, LLC  
a California limited liability corporation

By   
Casper W. Zublin, Jr.  
President

Date 4-1-2000