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04-12-2001



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To the Honorable Commissioner of Pat

101660985

original documents or copy thereof.

1. Name of conveying party(ies):
ePeople, Inc. (formerly NoWonder, Inc.)

 Individual(s) Association
 General Partnership Limited Partnership
 Corporate - State: **Delaware**

2. Name and address of receiving party(ies):
Name: **Support.com, Inc.**

Internal Address:
Street Address: **575 Broadway**
City: **Redwood City**

State: **California** Zip: **94063**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporate - State: **Delaware**
 Other

CANCELLED

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **March 20, 2000**

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

4. Application number(s) or registration number(s): 3

A. Trademark Application Nos.:

- 1. 75/431,251
- 2. 75/451,087
- 3. 75/431,250

B. Trademark Registration No.(s)

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

Name: **Allyn Taylor, Esq.**
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, CA 94301-1823

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907. Please debit any underpayment or credit any overpayment to the above deposit account.

GRAY CARY WARE & FREIDENRICH
(Attach duplicate of this page if paying by deposit account)

04/12/2001 DBYRNE 00000029 75431251

01 FC:481 40.00 00
02 FC:482 50.00 00

DO NOT USE THIS SPACE

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

Name of Person Signing: **Allyn Taylor, Esq.**

Signature:

Date: **March 27, 2001**

Total number of pages comprising cover sheet: [4]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

MR 12-19-00

01-11-2001



101579712

400 Hamilton Avenue
Palo Alto, CA 94301-1809
www.graycary.com
O) 650-833-2022
F) 650-327-3699

December 19, 2000

EL330922117US

VIA EXPRESS MAIL NO. _____

OUR FILE NO. 1060579-900300/5/9/7

BOX ASSIGNMENT
COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

Re: Assignment of Trademarks from ePeople, Inc. to Support.com, Inc.

<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Class</u>
TALKBACK	75/431,251	February 9, 1998	9
SOFTWARE THAT TALKS BACK	75/451,087	March 16, 1998	9
BLACK BOX	75/431,250	February 9, 1998	9

Dear Sir/Madam:

Enclosed for your recordation are the following documents regarding the assignment of the above trademark applications:

- (1) Assignment executed by ePeople, Inc. and Support.com, Inc.;
- (2) Trademark Recordation Cover Sheet; and
- (3) A self-addressed, stamped postcard.

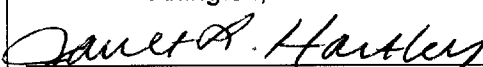
Please debit my firm's Deposit Account, No. 07-1907, for the recordation fee. In the event there are any deficiencies in the fee, please debit the aforementioned account. Please record this Assignment and Power of Attorney so that the registration will issue to assignee. Please return the recorded Assignment to the undersigned at our Palo Alto office.

Very truly yours,

Gray Cary Ware & Freidenrich LLP

By: 
Allyn Taylor
ataylor@graycary.com

Enclosures
cc: Grant Baker (w/o encls.)

CERTIFICATE OF EXPRESS MAILING
I do hereby certify that this document is being deposited with the United States Postal Service as Express Mail on <u>12/19/00</u> in an envelope numbered <u>EL330922117US</u> addressed to: Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513


SILICON VALLEY SAN DIEGO SAN DIEGO/GOLDEN TRIANGLE SAN FRANCISCO AUSTIN SEATTLE SACRAMENTO LA JOLLA

Gray Cary\PA\10103634.1
1060579-900300

TRADEMARK
REEL: 002268 FRAME: 0664

AMENDMENT ONE
TO
SALE AND LICENSE AGREEMENT

This Amendment Number One ("First Amendment") to that certain Sale and License Agreement dated March 20, 2000 ("Agreement"), by and between NoWonder, Inc. ("Company") and Support.com, Inc., and its affiliates ("Support.com") is made effective as of June 14, 2000 ("Amendment Effective Date"), and is incorporated into and made a part of the Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

The following Sections of the Agreement are hereby modified as follows:

1. The first sentence of Section 2.5 (Maintenance of Trio Source Code) is amended and restated as follows:

"During the Option Period, Company shall provide maintenance and support for the Trio Source Code as originally provided to Support.com, and for Upgrades or New Versions, if any created by Company during the Option Period."

2. Section 3.1 (Option Period) is amended and restated in its entirety as follows:

"3.1 Option Period. During the period beginning on the Effective Date and ending on June 20, 2003 or earlier in the event Support.com fails to timely pay the Quarterly License Payment (as defined in Section 3.1.2) (the "Option Period"), Support.com shall have an exclusive option to exercise its right to purchase and obtain all of the Trio Code (the "Option to Purchase"). Support.com shall exercise this option by providing notice to Company as specified in Section 12.10 ("Notices"). If Support.com does not exercise the option stated in this Section 3 before the end of the Option Period, then the option shall expire and be of no further effect. During the Option Period, Company shall not assign, transfer, pledge or otherwise encumber any Trio Code or agree to do so. Notwithstanding the foregoing and except with respect to Section 3.3.3 or Netscape exercising its source code escrow option under the existing agreement between Netscape and Company, Company shall not license the Trio Code to any third party during the Option Period.

3.7.1 Microsoft Corporation. During the period beginning on the Amendment Effective Date and continuing through one (1) year after the exercise of the Option to Purchase, in no event may Support.com license Trio on a stand-alone basis to Microsoft Corporation.. During the period beginning on the Amendment Effective Date and continuing through one (1) year after the exercise of the Option to Purchase, in the event Support.com licenses Trio as integrated with Support.com products, Support.com shall pay Company twenty-five percent (25%) of Net License Revenue."

7. Section 5.1 (Press Announcement) is deleted in its entirety.

8. Section 5.5 (Joint Marketing and Sales Incentives) is amended and restated in its entirety as follows:

"5.5 Joint Marketing and Sales Incentives. Beginning on the date Support.com exercises the Option to Purchase, Company agrees to pay Support.com up to one million dollars (\$1,000,000) to be used for sales incentives, joint marketing programs, and any other purpose that the parties use commercially reasonable efforts to mutually agree in writing in advance for a three (3) year period beginning on the date that Support.com exercises the Option to Purchase. Within forty-five (45) days after Support.com exercises the Option to Purchase, the parties shall (i) develop marketing plan that will describe positioning of the companies' relationship and how the payments from Company shall be allocated between joint marketing, sales incentives and any other purposes, and (ii) finalize a mutually agreeable joint press release regarding this Agreement. In the event both parties agree that Company shall expend dollars for sales incentives or joint marketing programs prior to the date Support.com exercises the Option to Purchase, such dollars shall be counted towards the above-mentioned one million dollars (\$1,000,000)."

9. In Section 7.1 (Company Proprietary Rights Indemnity), "For three (3) years after the date that Support.com exercises the Option to Purchase," shall be replaced with: "Beginning on the Amendment Effective Date and for three (3) years after the date that Support.com exercises the Option to Purchase,".

10. In Section 7.2 (Support.com Indemnity), "For three (3) years after the date that Support.com exercises the Option to Purchase," shall be replaced with: "Beginning on the Amendment Effective Date, and for three (3) years after the date that Support.com exercises the Option to Purchase".

11. Except as amended herein, the remaining terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Amendment Effective Date.

NOWONDER INC.
By: [Signature]
Title: CFO
Date: 15 JUNE 2000

SUPPORT.COM, INC.
By: [Signature]
Title: PRESIDENT & CEO
Date: JUNE 15, 2000

SALE AND LICENSE AGREEMENT

THIS SALE AND LICENSE AGREEMENT (the "Agreement") is made as of March 20, 2000 (the "Effective Date") by and between NoWonder, Inc., a Delaware corporation with its principal place of business at 1309 S. Mary Avenue, Sunnyvale, CA 94087 ("Company"), and Support.com, Inc., a Delaware corporation with its principal place of business at 575 Broadway, Redwood City, CA 94063 and its affiliates ("Support.com").

RECITALS

WHEREAS, Company owns certain client and server support software known as Talkback;

WHEREAS, Support.com wishes to receive a license to the source code to the Talkback3 software pursuant to the terms of this Agreement and Company wishes to provide such license; and

WHEREAS, Company wishes to provide Support.com certain rights if Support.com exercises the option granted by Company pursuant to this Agreement and Support.com wishes to provide certain rights back to Company in such event.

NOW THEREFORE, in consideration of the mutual promises set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

1.1 "Delivery Date" means the date Company delivers the Trio Source Code to Support.com.

1.2 "Employee" means an employee or independent contractor performing services for or on behalf of Support.com, or Company, as applicable.

1.3 "Intellectual Property Rights" means, to the extent owned or controlled by the granting or transferring party in any country, all relevant (i) copyright rights (including copyright applications), (ii) mask work rights, (iii) rights to exploit trade secrets and other non-public or confidential information, (iv) patent rights (including patent applications, disclosures, renewals, divisions, continuations, extensions or continuations in part, and patentable inventions), (v) moral rights, (vi) trademarks, (vii) know-how and (viii) any other similar rights or intangible assets recognized under any laws or international conventions, in any country or jurisdiction in the world, including but not limited to those patent, copyright and trademark registrations and pending applications listed on Exhibit D.

1.4 "Licensed Object Code" shall have the meaning stated in Section 3.3.2.

1.5 "Licensed Source Code" shall have the meaning stated in Section 3.3.1.

1.6 "Limited Functionality Version of Trio" means the Licensed Object Code with functionality limited to capabilities described in Exhibit E.

1.7 "New Version" means a new release of Trio which contains new features and/or additional functionality that Company makes generally available to its customers or which Company uses on the Company Support Website, and which is identified by a change in the version number to the left of the decimal point. New Versions do not include Company Integrated Products.

1.8 "Non-Web-Based" shall have the meaning stated in Section 3.4.

1.9 "Company Integrated Products" means computer code independently developed by Company without use of or reference to Confidential Information (other than the Trio Code) which integrates with the Trio Code but does not incorporate Trio Code or proprietary portions thereof.

1.10 "Company Support Website" means the website operated by Company identified by the Company domain name or any successor web site, including all sub-sites containing the same branding, look, feel, and functionality, for providing a marketplace for support technicians to offer and provide computer users with technical support services, all affiliated sites, and all co-branded sites.

1.11 "Object Code" means software in machine readable format.

1.12 "Option Period" shall have the meaning stated in Section 3.1.

1.13 "Option to Purchase" shall have the meaning stated in Section 3.1.

1.14 "Source Code" means software in human-readable format and accompanying documentation.

1.15 "Trio" means the complete Talkback3 client and server software, in source code form, including any related technical specification documentation provided by Company, and any necessary build scripts and internal development tools required to create derivative works including those components as more particularly described on Exhibit B ("Trio Components"). For the avoidance of doubt, Trio shall also include all previous versions of what is currently known as Talkback. Trio Code does not include any software belonging to Chartworks.

1.16 "Trio Code" shall mean all Source Code, Object Code, Technology and Intellectual Property Rights for Trio including: (i) as currently released, (ii) all previously released versions prior to the date that Support.com exercises the Option to Purchase, (iii) Trio in the form in which it is integrated with the Microsoft PC Health client software as of the date that Support.com exercises the Option to Purchase, and (iv) all New Versions and Upgrades.

1.17 "Technology" shall mean inventions (whether or not patentable), ideas, processes, formulas, and know-how related to Trio and controlled by Company and either (a)

MAR 21-2000 10:41AM FROM:support.com

MAR 10-2000 08:27AM FROM:support.com

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

NOWONDER, INC.

By: [Signature]
Title: PRESIDENT & CEO
Date: MARCH 30TH 2000

SUPPORT.COM

By: [Signature]
Title: CEO & PRESIDENT
Date: MARCH 30, 2000

PA11001058.7
1060579-000100

Exhibit A

Trademarks

Support.com Trademarks

Support.com (and related logos)
SupportAction

In the event Support.com exercises the Option to Purchase:

Talkback
Software that talks back
Activator
Black Box

Company Trademarks

NoWonder (and related logos)
NoWonder.com