

05-23-2001

MRD 5/14/01

RECOR



101726240

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party:

GOTO.COM, INC.

(X) Corporation - State: Delaware

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

Name: GO2 SYSTEMS, INC.

Street Address: 18400 Von Karman, Suite 320

City: Irvine State: CA ZIP: 92612

(X) Corporation - State: Delaware

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

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
- () Merger
- () Security Agreement
- () Change of Name
- () Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) April 12, 2001

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

a. Trademark Application Nos:

75/548,658

75/548,665

b. Trademark Registration No(s):

Additional numbers attached? () Yes (X) No

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

Name: Diane M. Reed
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixthenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Docket #s: LEEHANK.060TIS/061TIS/122T/123T

7. Total fee (37 CFR 3.41): \$65

- (X) Enclosed
- (X) Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications involved: 2

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.

Diane M. Reed
Name of Person Signing

[Signature]
Signature

5/9/01
Date

RECEIVED
2001 MAY 14 PM 4:14
ASSIGNMENT SERVICES
DIVISION

Total number of pages including cover sheet, attachments and document: 5

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

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into by and between GOTO.COM, INC., a Delaware corporation, having its principal place of business located at 74 North Pasadena Avenue, 3rd Floor, Pasadena, California 91103 ("Assignor") and GO2 SYSTEMS, INC., a Delaware corporation, having its principal place of business located at 18400 Von Karman, Suite 320, Irvine, California 92612 ("Assignee"), as of April 12, 2001.

RECITALS

A. Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule "1" attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, without limitation, all common law rights, causes of action, and the right to recover for past infringement (collectively, the "Trademarks");

B. Assignor has acquired good will associated with and symbolized by the Trademarks and has not abandoned the same;

C. Assignee desires to acquire all rights, title and interest in and to Trademarks;
and

D. Assignor is willing to assign to Assignee all rights, title and interest that Assignor may and does possess in and to the Trademarks.

AGREEMENT

NOW THEREFORE, in consideration for the foregoing Recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademarks. Assignor hereby assigns, and transfers to Assignee, its successors and assigns, Assignor's entire right, title and interest in the Trademarks, including the right to bring actions for infringement occurring prior to the date of this Assignment, together with the goodwill of Assignor symbolized by any and all of the Trademarks owned or used by Assignor in the United States.

2. Representations and Warranties. Except as set forth in that certain Settlement and General Release Agreement entered into by and between Assignor and Assignee on even date herewith, Assignor makes no representations or warranties, express or implied, regarding the Trademarks (including any implied warranty of merchantability or fitness for a particular purpose).

IN TESTIMONY WHEREOF, the parties have caused this Assignment to be signed and executed by the undersigned duly authorized officers.

GOTO.COM, INC.
a Delaware corporation

Executed at Los Angeles, this 12th day of April, 2001.

By: 

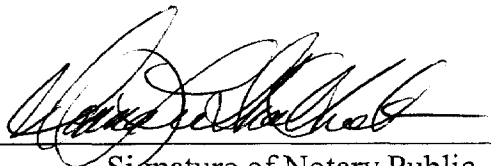
Name: Ted Meisel
Title: Chief Executive Officer

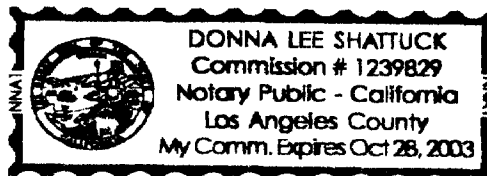
STATE OF CALIFORNIA)
) ss;
COUNTY OF LOS ANGELES)

CERTIFICATE OF ACKNOWLEDGMENT

On April 12, 2001, before me, Donna Lee Shattuck, a Notary Public, personally appeared Ted Meisel, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.


WITNESS my hand and official seal.


Signature of Notary Public



Place Notary Seal Above

Executed at Irvine, California, this 11 day of April, 2001.

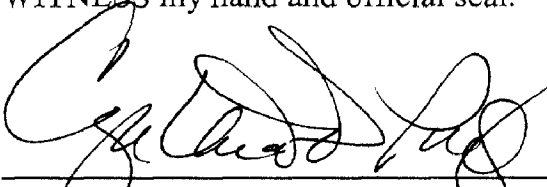
By: 
Name: S. Lee Hancock
Title: President and Chief Executive Officer

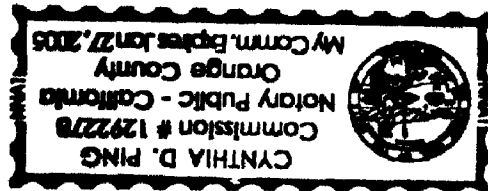
STATE OF CALIFORNIA)
) ss;
COUNTY OF ORANGE)

CERTIFICATE OF ACKNOWLEDGMENT

On April 11, 2001, before me, CYNTHIA D. PING, a Notary Public, personally appeared S. Lee Hancock, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



Place Notary Seal Above

LIST OF TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Record Owner</u>
GOTO	75/548,658	September 4, 1998	GoTo.com, Inc.
GOTO.COM	75/548,665	September 4, 1998	GoTo.com, Inc.

Schedule "1"