

08-10-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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1. Name of conveying party(ies):  
Broadvision, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
JambaCo, Inc.

Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 923 East 34th Avenue  
City: Spoken State: Washington Zip: 99203

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Washington  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: June 21, 2001

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

A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
2,110,410

Additional number(s) attached  Yes  No

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

Name: Michael B. Adlin, Esq.  
Internal Address: Manatt, Phelps & Phillips  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1501 M Street, N.W.  
Suite 700  
City: Washington State: D.C. Zip: 20005

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 160.00  
(\$40.00 + \$120.00 for expedited Services)  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

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.

Michael B. Adlin                      [Signature]                      8/9/01  
Name of Person Signing                      Signature                      Date

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

08/09/2001 6TON11 00000160 2110410

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481  
02 FC:484

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120.00 OP

TRADEMARK  
REEL: 002306 FRAME: 0417

**CONTINUATION OF THE INFORMATION IN ITEM 1**

**Additional name(s) of conveying party(ies):**

**Interleaf, Inc.**

**Corporation-State**

**TRADEMARK**

**REEL: 002306 FRAME: 0418**

### TRADEMARK ASSIGNMENT

This Agreement is by and between Broadvision, Inc., a Delaware corporation and owner of Interleaf, Inc., a Massachusetts corporation, located at 585 Broadway, Redwood City, CA 94068 ("Assignor") and JambaCo, Inc., a Washington Corporation, located at 929 East 34<sup>th</sup> Avenue, Spokane, WA 99208 ("Assignee").

WHEREAS, Assignor is the owner of that certain trademark identified as follows: USPTO Serial Number 75087169, USPTO Registration Number 2,110,410, Word Mark JAMBA (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all of Assignor's rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), or that part of the good will connected with the use of, and symbolized by, the mark in and to the Trademark.

2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00, and other good and valuable consideration, payable on June, 2001.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (c) To the best of its knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (d) This Agreement is valid, binding and enforceable in accordance with its terms;
- (e) Assignor has not otherwise pledged, sold, disposed, or transferred its rights in the Trademark prior to the date of this agreement; and,

(f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**4. Indemnification.** Assignee will indemnify, defend and hold harmless Assignor and will pay any damages, liabilities or costs (including without limitation reasonable attorneys fees and costs) of any third party claim arising out of this Assignment [other than claims covered under Section 3 (a,b,c, or d) above].

**5. Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**6. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**7. Amendment.** This Agreement may be amended only by a writing signed by both parties.

**8. Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**9. Agreement to Perform Necessary Acts.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including any filings necessary with the United States Patent and Trademark Office. Any costs associated therewith are the responsibility of Assignee.

**10. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any controversy arising out of, connected to, or relating to any matters herein of the transactions between Assignor and Assignee (including for purposes of arbitration, officers, directors, employees, controlling persons, affiliates, professional advisors, attorneys, agents, or promoters of the Company), on behalf of the undersigned, or this Agreement, or the breach thereof, including, but not limited to any claims of violations of Federal and/or State Securities Acts, Banking Statutes, Consumer Protection Statutes, Federal and/or State anti-Racketeering (e.g. RICO) claims

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and any State Law claims of fraud, negligence, negligent misrepresentations, and/or conversion shall be settled by arbitration; and in accordance with this paragraph and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof in accordance with the provisions of California. In the event of such a dispute, each party to the conflict shall select an arbitrator, both of whom shall then select a third arbitrator which shall constitute the three person arbitration board. The decision of a majority of the board of arbitrators, who shall render their decision within thirty (30) days of appointment of the final arbitrator, shall be binding upon the parties.

ASSIGNOR:

BROADVISION, INC.

By: [Signature]  
Name: [Name]  
Title: [Title]  
Date: 6-21-01

INTERLEAF, INC.

By: [Signature]  
Name: [Name]  
Title: [Title]  
Date: 6-21-01

ASSIGNEE:

JAMBACO, INC.

By: Lew Strachman  
Name: Lew Strachman  
Title: President  
Date: 7/31/01