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

Tab settings

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

8-5-01

1. Name of conveying party(ies): JambaCo, 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)

Name: Portropica, L.L.C.

Internal Address:

Street Address: 1712 East 34th Avenue Spokane Washington 99203

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Washington Limited Liability Co.

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 27, 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: 1

7. Total fee (37 CFR 3.41) \$ 160.00 (\$40.00 + \$120.00 for expedited Enclosed Service)

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

Name of Person Signing

[Signature]

Signature

8/9/01

Date

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK REEL: 002306 FRAME: 0422

## TRADEMARK ASSIGNMENT

This Agreement is by and between JambaCo, Inc., a Washington corporation, located at 923 East 34<sup>th</sup> Avenue, Spokane, Washington, 99203 ("Assignor") and *Portropica, L.L.C.*, a Washington Limited Liability Company, located at 1712 East 34<sup>th</sup> Avenue, Spokane, Washington 99203 ("Assignee").

WHEREAS, Assignee has previously acquired the rights in and to the Trademark from Interleaf, Inc. pursuant to a *Trademark Assignment*, between BroadVision, Inc., Interleaf, Inc., and JambaCo.; and,

WHEREAS, Assignee wishes to acquire whatever rights exist of the Assignor in and to 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. Assignee acknowledges that Assignor claims to have no right, title or interest in the Trademark not previously assigned to Assignor, and that the purpose of this Agreement is to permit Assignee to be listed as the owner of the Trademark registration cited above.
- (2) **Disclaimer by Assignor.** ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE TRADEMARK AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
- (3) **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, including without limitation any claim asserted by Aimtech Corporation, Interleaf, Inc. or BroadVision, Inc.
- (4) **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.

- (5) **Amendment.** This Agreement may be amended only by a writing signed by both parties.
- (6) **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.
- (7) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ASSIGNOR:

JAMBACO, INC.

By: *Lew Strachman*  
 Name: Lew Strachman  
 Title: President  
 Date: July 27, 2001

ASSIGNEE:

PORTROPICA, L.L.C.

By: *Lew Strachman*  
 Name: Lew Strachman  
 Title: Manager  
 Date: July 27, 2001