

07-06-2001



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Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

AT&T CORP

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State NY, Other

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

3. Nature of conveyance:

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

Execution Date: 04 04 2000

2. Name and address of receiving party(ies)

Name: LIZARDTECH, INC.

Internal Address: SUITE 1800

Street Address: 821 SECOND AVENUE

City: SEATTLE State: WA Zip: 98104

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State WA, 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

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

A. Trademark Application No.(s)

75449497

B. Trademark Registration No.(s)

2362884

Additional number(s) attached Yes No

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

Name: ERIK H. ADAMS

Internal Address: SUITE 1800

Street Address: 821 SECOND AVENUE

City: SEATTLE State: WA Zip: 98104

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 350.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

Fee OK

(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.

ERIK H ADAMS

Name of Person Signing

Signature

000010621 \$165.00 6/15/2001

8

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

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

07/06/2001 DBYRNE 00000159 75449497

01 FC:481 02 FC:482

40.00 DP 25.00 DP

000010621 \$165.00 6/15/2001 DBYRNE CHECK Refund To: 8

Schedule D
Business Marks

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO. FILING DATE</u>	<u>SERVICES/INT'L CLASS</u>
DEJAVU	U.S.	Appln. No. 75-445,020 Filed: May 3, 1998	Telecommunications Services, namely, the electronic transmission of voice, video data and information, the electronic transmission of data and documents which have been digitally compressed Cl. 38
DJVU	U.S.	Appln. 75- 449,497 Filed: May 13, 1998	Telecommunications Services, namely, the electronic transmission of voice, video data and information, the electronic transmission of data and documents which have been digitally compressed Cl. 38
DJVUER	U.S.	Appln. 75-597,480 Filed: December 1, 1998	Computer Software which allows the desktop computer user to compress scanned or imported pages while maintaining high resolution and to make the compressed documents available via global computer networks. Cl. 9
DJVUEX	U.S.	Appln. 75/696,055 Filed: May 3, 1999	Computer Programs, namely, desktop application computer programs to allow access to a global computer network to obtain compressed documents, image processing computer software. Cl. 9

Exhibit 1
Business Mark Assignment Document

SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement, effective as of the Closing Date, is made between AT&T CORP., a New York corporation duly organized and existing under the laws of the State of New York, with an office at 32 Avenue of the Americas, New York, New York 10013-2412, United States of America (hereinafter referred to as the "Assignor") and LizardTech, Inc, a Washington corporation, with an office located at 1008 Western Avenue, Suite 2000, Seattle, Washington 98104 (hereinafter referred to as the "Assignee").

WHEREAS, the Assignor has adopted, used, registered or applied to register in the United States certain service marks set forth in Exhibit 1 annexed hereto, including without limitation, the registrations and applications and common law marks set out in Exhibit 1 (hereinafter referred to as the "Assigned Marks"); and

WHEREAS, the Assignor wishes to transfer and assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's rights, title and interest in and to the Assigned Marks and all of the goodwill associated therewith, as well as all registrations and applications and other rights, including common law rights, the Assignor may have throughout the world with respect to such Assigned Marks.

NOW, THEREFORE, the Assignor and the Assignee agree as follows:

Section 1

Effective the Closing Date, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all of its proprietary rights and applications for proprietary rights, title and interest in and to the Assigned Marks, including without limitation, the registrations and applications and common law marks set forth in Exhibit A, any common law rights in the Assigned Marks, the goodwill of the business relating to the Assigned Marks, and the right to sue for past infringement of the Assigned marks.

The Assignor makes no representations or warranties with respect to the registrability, validity, or enforceability of the Assigned Marks.

The Assignee does hereby accept this assignment.

Section 2

The Assignor will promptly transfer to or provide to the Assignee copies of all files relating to the use, registration of, and applications for registration of, the Assigned Marks.

Section 3

- (A) This Agreement in the form of a notarial deed is intended in original and in certified copy to be lodged with the competent domestic and foreign institutions, more particularly administrative agencies and courts, together with an application for assignment of the corresponding proprietary rights and applications for proprietary rights.
- (B) Should the lodging of this deed be insufficient for the assignment of the proprietary rights and applications for proprietary rights, both parties hereto shall immediately attend to the necessary formalities and will execute all reasonable documents necessary to effect transfer of the Assigned Marks.
- (C) The Assignee shall bear the costs arising out of or in connection with the implementation of the assignment contained herein.
- (D) Amendments hereto and amplifications hereof shall be in writing and signed by both parties.

ASSIGNOR

Given at Basking Ridge
New Jersey, USA
on 23 March 2000
AT&T Corp.

By: Frank L. Politano

Name: Frank L. Politano
Trademark and Copyright Counsel
Authorized Signatory

ASSIGNEE

Accepted at Seattle, WA
on 3/31/2000

By: John R. Gries Deal

Name: John R. Gries Deal
Title: President & CEO
Authorized Signatory

Notarial Certifications

I, a Notary Public, certify that on 23 March 2000, ~~1997~~, before me personally appeared Frank L. Padavano, to me known to be an authorized signatory of AT&T CORP. and that he executed the foregoing Service Mark Assignment Agreement.

I attest: Basking Ridge, New Jersey 07920 USA
Signed in: March 23, 2000
Dated:

Notary Public "Official Seal"

BARBARA DAMATO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/15/2004

Signature of Notary Public

Barbara Damato

I, a Notary Public, certify that on _____, 1997, before me personally appeared _____, to me known to be an authorized signatory of _____ and that ___ executed the foregoing Service Mark Assignment Agreement.

I attest:
Signed in:
Dated:

Notary Public "Official Seal"

Signature of Notary Public