

07-27-2001

U.S. DEPARTMENT OF COMMERCE

7230)



101790240

ER SHEET

NY

Patent and Trademark Office
Docket No. 024770-2000

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

1. Name of Conveying party(ies):

Digital Anvil, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Delaware Corporation Other

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

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

Name: Dubya, Inc.
Street Address: One Microsoft Way
 Redmond, Washington 98052-6399

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: Washington
- Other: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Asset Purchase Agreement

Execution Date: December 27, 2000

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

A. Trademark Application No.(s) 75/575,150, 75/447,647 and 75/470,756

Additional numbers attached? Yes No

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

Rochelle D. Alpert
Brobeck, Phleger & Harrison LLP
Spear Street Tower
One Market
San Francisco, CA 94105

6. Total number of applications and trademark registrations involved: 3

7. Total fee (37 C.F.R. § 3.41): \$90

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket:
[DOCKET NUMBER]

8. Deposit account number: 02-3950

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

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: Rochelle D. Alpert

Rochelle D. Alpert
Signature

July 18, 2001
Date

Total number of pages comprising cover sheet, attachment and document: 9

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

07/26/2001 T01AZ1 00000101 75575150
01 FC:481 40.00 OP
02 FC:482 50.00 OP

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, DATED AS OF December 27, 2000 (this "Agreement"), by and among Microsoft Corporation, a Washington corporation ("Microsoft"), Dubya, Inc., a wholly owned Washington subsidiary of Microsoft ("Sub"), Digital Anvil, Inc., a Delaware corporation ("Company"), Digital Anvil Holdings, Inc., a Texas corporation ("Holdings"), and the undersigned shareholders of Holdings (the "Principal Shareholders").

RECITALS

INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, Microsoft, Sub, Company, Holdings, and the Principal Shareholders hereby agree as follows:

ARTICLE I

ACQUISITION AND DISPOSITION OF ACQUIRED ASSETS

1.1 **Acquired Assets.** Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 1.6 below), other than Retained Assets (as defined below), Company shall sell, convey, transfer, assign and deliver to Sub, and Sub shall purchase, acquire and accept from Company, all of Company's tangible and intangible assets owned, or licensed and used in the business conducted by Company (the "Asset Purchase"), including without limitation the following:

1.1.1 **Company Intellectual Property.** The "Company Intellectual Property" as defined in Section 2.1.5 subject to any matters expressly excluded as set forth in the IP Agreement (as defined in Section 5.1 below).

2.1.5 Technology and Intellectual Property Rights.

(a) The "Company Intellectual Property" consists of the following:

(i) all patents, trademarks, trade names, service marks, domain names, trade dress, copyrights and any renewal rights therefor, mask works, net lists, schematics, technology, manufacturing processes, customer and supplier lists, trade secrets, know-how, moral rights, current and previous versions of computer software programs or applications (in both source and object code form), owned by Company, and applications and registrations for any of the foregoing;

(ii) all goodwill associated with trademarks, trade names service marks and trade dress owned by Company;


(b) Section 2.1.5 of the Disclosure Schedule lists: (i) all patents, copyrights, mask works, registered or claimed trademarks, registered or claimed service marks, domain names, trade dress, any renewal rights for any of the foregoing, and any applications and registrations for any of the foregoing, that are included in the Company Owned Intellectual Property; (ii) all hardware products and tools, software products and tools, and services that are currently published, offered, or under development by or for Company; (iii) all licenses, sublicenses and other agreements to which Company is a party and pursuant to which Company or any other person is authorized to have access to or use the Company Intellectual Property or exercise any other right with regard thereto (including without limitation rights to use or display Company "brand features"); (iv) all Company Licensed Intellectual Property (other than Company Licensed Intellectual Property that is licensed pursuant to license agreements for standard "shrink wrapped, off the shelf," commercially available, third party products used by Company); and (v) any obligations of exclusivity, noncompetition, nonsolicitation, or first negotiation to which Company is subject under any agreement that does not fall within the ambit of (iii) above. The disclosures described in (iii), (iv) and (v) hereof include the names and dates of the relevant agreements, as well as the identities of the parties thereto.

SIGNATURE PAGE – ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, Microsoft, Sub, Holdings, the Principal Shareholders and Company have executed this Agreement as of the date first written above.

MICROSOFT CORPORATION

DIGITAL ANVIL HOLDINGS, INC.

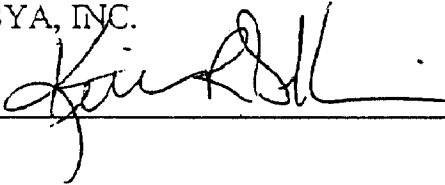
By 

By _____

DIGITAL ANVIL, INC.

By _____

DUBYA, INC.

By 

PRINCIPAL SHAREHOLDERS:

Craig Cox

Chris Roberts

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By _____

By  _____

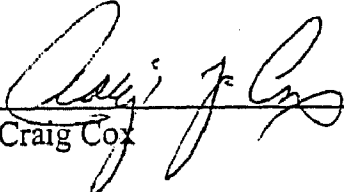
DIGITAL ANVIL, INC.


By  _____

DUBYA, INC.

By _____

PRINCIPAL SHAREHOLDERS:

 _____
Craig Cox

 _____
Chris Roberts

Schedule 2.1.5

Technology and Intellectual Property Rights

**Section 2.1.5(b)(I)
Trademark Schedule**

MARK	JURISDICTION	APPLICATION NO.
CONQUEST: FRONTIER WARS	United States	75/575,150
LOOSE CANNON	United States	75/447,647
SILVERHEART	United States	75/470,756