

09-14-2001



101842672

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. ached original documents or copy thereof.

1. Name of conveying party(ies): 09/04/01  
 NORTHERN LIGHT TECHNOLOGY, LLC

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other Limited Liability Company – State of Delaware

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

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

Name: GREGORY F. WHITTEN and RUTH A. WHITTEN, Husband and Wife

Internal Address: P. O. Box 329

Street Address: 8335 Overlake Drive West

City: Medina State: WA Zip: 98039

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

09-04-2001  
U.S. Patent & TMO/TM Mail Rcpt Dt #75

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  
 Amended  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: August 27, 2001

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

A. Trademark Application No.(s)  
See attached Schedule A

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
See attached Schedule A

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

Name: Paul Meier  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Ryan Swanson & Cleveland, PLLC  
1201 Third Avenue, Suite 3400  
 City: Seattle State: WA Zip: 98101-3034

6. Total number of Applications - (13) Thirteen and Registrations – (4) Four

7. Total fee (37 CFR 3.41) \$ 440.00  
 Enclosed  
 Authorized to be charged to deposit account

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

09/13/2001 TDIAZ1 00000009 2444855  
 01 FC:481 40.00 OP  
 02 FC:482 400.00 OP

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.*

Paul Meier 8/27/01  
 Name of Person Signing Signature Date

## SCHEDULE A

### Registered Trademarks

<b>Mark</b>	<b>Registration No.</b>
NLRESEARCH.COM	2,444,855
NORTHERN LIGHT	2,224,936
NORTHERN LIGHT AND DESIGN	2,318,044
WWW.NLSEARCH.COM	2,313,709

### Trademark Applications

<b>Mark</b>	<b>Serial No.</b>
B2BC	76/050455
INSTANT ARCHIVE	76/127085
JUST WHAT YOU'VE BEEN SEARCHING FOR	75/852772
LIVE QUERIES	75/727099
LIVE QUERY	75/802001
NORTHERN LIGHT	76/080727
RECRUTING SHARK	76/117640
RESEARCH ENGINE	75/710683
SEARCH ALERTS	76/101730
SINGLEPOINT	76/149199
SPECIAL EDITIONS	76/107097
WHAT YOU'VE BEEN SEARCHING FOR	75/358046
WIRED DECISION MAKER	75/771655

# MEMORANDUM OF SECURITY AGREEMENT


THIS MEMORANDUM OF SECURITY AGREEMENT (this "Memorandum") is made and entered into as of June 6, 2001, by and among Northern Light Technology, Incorporated, a Delaware corporation ("Northern Light"), and Gregory F. Whitten and Ruth A. Whitten (collectively, "Whitten").

Northern Light is the owner of those certain trademarks and trademark applications listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Trademarks"). For good and valuable consideration, Northern Light has granted Whitten a security interest in the Trademarks pursuant to the terms and conditions of that certain Security Agreement dated May 4, 2001 by and between Northern Light and Whitten (the "Security Agreement").

This Memorandum has been executed and recorded solely for the purpose of providing constructive notice of the Security Agreement and of its terms and conditions. This Memorandum shall not confer any greater or lesser rights, and shall not impose any greater or lesser obligations, than those created under the Security Agreement. If any inconsistency or conflict arises between the provisions of this Memorandum and the Security Agreement, the terms and conditions of the Security Agreement shall control. The Security Agreement is an unrecorded instrument, the terms and conditions of which are incorporated herein by reference as though written out at length herein.

This Memorandum shall be binding upon and inure to the benefit of the respective legal representatives, successors, and assigns of the parties hereto. The words "Northern Light" and "Whitten," wherever used herein, shall include the persons and entities names herein and their respective heirs, legal representatives, successors, and assigns.

**NORTHERN LIGHT:** NORTHERN LIGHT TECHNOLOGY, INCORPORATED,  
a Delaware corporation

By   
Jeff Cooper, Chief Financial Officer

**WHITTEN:**

  
Gregory F. Whitten

  
Ruth A. Whitten

# MEMORANDUM OF ASSET ACQUISITION AGREEMENT

THIS MEMORANDUM OF ASSET ACQUISITION AGREEMENT (this "Memorandum") is made and entered into as of August 24, 2001, by and between Northern Light Technology, Incorporated, a Delaware corporation ("NLTI"), and Northern Light Technology, LLC, a Delaware limited liability company ("NLT, LLC").

Pursuant to that certain Asset Acquisition Agreement dated July 31, 2001 by and between NLTI and NLT, LLC (the "Acquisition Agreement"), NLTI has sold and NLT, LLC has purchased those certain trademarks and trademark applications listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Trademarks").

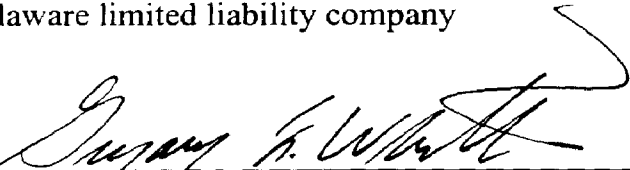
This Memorandum has been executed and recorded solely for the purpose of providing constructive notice of the Acquisition Agreement and of its terms and conditions. This Memorandum shall not confer any greater or lesser rights, and shall not impose any greater or lesser obligations, than those created under the Acquisition Agreement. If any inconsistency or conflict arises between the provisions of this Memorandum and the Acquisition Agreement, the terms and conditions of the Acquisition Agreement shall control. The Acquisition Agreement is an unrecorded instrument, the terms and conditions of which are incorporated herein by reference as though written out at length herein.

This Memorandum shall be binding upon and inure to the benefit of the respective legal representatives, successors, and assigns of the parties hereto. The words "NLTI" and "NLT, LLC," wherever used herein, shall include the persons and entities names herein and their respective heirs, legal representatives, successors, and assigns.

**NLTI:** NORTHERN LIGHT TECHNOLOGY, INCORPORATED,  
a Delaware corporation

By   
C. David Seuss, Chief Executive Officer and President

**NLT, LLC:** NORTHERN LIGHT TECHNOLOGY, LLC,  
a Delaware limited liability company

By   
Gregory F. Whitten, Chairman

## SCHEDULE A

### Registered Trademarks

<b>Mark</b>	<b>Registration No.</b>
NLRESEARCH.COM	2,444855
NORTHERN LIGHT	2,224,936
NORTHERN LIGHT AND DESIGN	2,318044
WWW.NLSEARCH.COM	2,313,709

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