

10-11-2001



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

RE

101870639

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): 10-4-01 Harbinger/Aurora Venture Fund L.L.C. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other Limited Liability Company-NC Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies) Name: GadgetSpace, Inc. Internal Address: Street Address: 1020 Southhill Drive City: Cary State: NC Zip: 27513 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State North Carolina [ ] 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 [x] Other Termination of Security Interest Execution Date: August 31, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/074038 B. Trademark Registration No.(s) Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Larry E. Robbins, Esq. Internal Address: Suite 300 Street Address: 4101 Lake Boone Trail City: Raleigh State: NC Zip: 27607

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [x] 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. W. David Mannheim Name of Person Signing [Signature] Signature 9/28/01 Date [7] 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

10/10/2001 LMUELLER 00000237 76074038 01 FC:481 40.00 OP

TRADEMARK REEL: 002380 FRAME: 0971

**CONTINUATION OF RECORDATION FORM COVER SHEET: TRADEMARK ONLY****Regarding the following trademark:**

<b>MARK</b>	<b>INTENT FILED</b>	<b>SERIAL #</b>	<b>STATUS</b>
GADGETSPACE	June 19, 2000	76/074038	Pending

**Item 2. Name and address of conveying parties:****Name****Address**

Harbinger/Aurora Venture Fund, L.L.C. A North Carolina Limited Liability Company	2525 Meridian Parkway, Suite 220 Durham, North Carolina 27713
Harbinger/Aurora QP Venture Fund, L.L.C., A North Carolina Limited Liability Company	2525 Meridian Parkway, Suite 220 Durham, North Carolina 27713
Southeast Interactive Technology Fund III, L.P., A Delaware Limited Partnership	630 Davis Drive, Suite 220 Morrisville, North Carolina 27560
Southeast Euro Interactive Technology Fund III, L.P., A Delaware Limited Partnership	630 Davis Drive, Suite 220 Morrisville, North Carolina 27560
Southeast Interactive Affiliates Technology Fund III, L.P., A Delaware Limited Partnership	630 Davis Drive, Suite 220 Morrisville, North Carolina 27560

**AFFIDAVIT OF LOSS AND INDEMNITY FOR PROMISSORY NOTE**

The undersigned, in his official capacity with Harbinger/Aurora Venture Fund, L.L.C ("Aurora"), being duly sworn, deposes and says that Aurora is the sole holder of a Secured Convertible Promissory Note in the principal amount of \$81,794.00 issued by GadgetSpace, Inc., a North Carolina corporation (the "Company"), dated as of April 13, 2001 (the "Promissory Note"); that Aurora has never endorsed, delivered, transferred, assigned, or otherwise disposed of such Promissory Note in any manner that would give any other person any interest therein; that he has searched diligently for such Promissory Note but has been unable to locate it; and that such Promissory Note has been lost, destroyed, or stolen.

Pursuant to the terms of the Promissory Note and the Series A-1 Preferred Stock Purchase Agreement by and among the Company, the Key Employees (as defined therein) and the Purchasers (as defined therein), dated as of August 31, 2001 (the "Purchase Agreement"), Aurora has purchased shares of Series A-1 Preferred Stock of the Company in exchange for, among other things, the cancellation of indebtedness represented by the Promissory Note, plus accrued interest thereunder. Being unable, however, to deliver the original Promissory Note to the Company for cancellation, Aurora agrees (i) that the Promissory Note was paid in full and cancelled as of August 31, 2001, and (ii) to indemnify, defend, and save harmless the Company from any and all claims, loss, or damage whatsoever arising out of or related in any manner to the aforesaid Promissory Note that has been lost, destroyed or stolen.

Dated: September 21, 2001.

**Harbinger/Aurora Venture Fund, L.L.C**

By: [Signature]  
Name: B. JEFFERSON CUNY  
Title: PRESIDENT

SWORN to and subscribed before me  
this 21<sup>st</sup> of SEPTEMBER 2001.

[Signature]  
Notary Public

My Commission Expires: My Commission Expires 6-20-2004

### AFFIDAVIT OF LOSS AND INDEMNITY FOR PROMISSORY NOTE

The undersigned, in his official capacity with Harbinger/Aurora QP Venture Fund, L.L.C ("Aurora QP"), being duly sworn, deposes and says that Aurora QP is the sole holder of a Secured Convertible Promissory Note in the principal amount of \$118,206.00 issued by GadgetSpace, Inc., a North Carolina corporation (the "Company"), dated as of April 13, 2001 (the "Promissory Note"); that Aurora QP has never endorsed, delivered, transferred, assigned, or otherwise disposed of such Promissory Note in any manner that would give any other person any interest therein; that he has searched diligently for such Promissory Note but has been unable to locate it; and that such Promissory Note has been lost, destroyed, or stolen.

Pursuant to the terms of the Promissory Note and the Series A-1 Preferred Stock Purchase Agreement by and among the Company, the Key Employees (as defined therein) and the Purchasers (as defined therein), dated as of August 31, 2001 (the "Purchase Agreement"), Aurora QP has purchased shares of Series A-1 Preferred Stock of the Company in exchange for, among other things, the cancellation of indebtedness represented by the Promissory Note, plus accrued interest thereunder. Being unable, however, to deliver the original Promissory Note to the Company for cancellation, Aurora QP agrees (i) that the Promissory Note was paid in full and cancelled as of August 31, 2001, and (ii) to indemnify, defend, and save harmless the Company from any and all claims, loss, or damage whatsoever arising out of or related in any manner to the aforesaid Promissory Note that has been lost, destroyed or stolen.

Dated: September 21, 2001.

Harbinger/Aurora QP Venture Fund, L.L.C

By: B. Jefferson Clark  
 Name: B. Jefferson Clark  
 Title: PRESIDENT

SWORN to and subscribed before me  
 this 21<sup>st</sup> of SEPTEMBER 2001.

William R. Langley  
 Notary Public

My Commission Expires: My Commission Expires: 5-20-2004

**AFFIDAVIT OF LOSS AND INDEMNITY FOR PROMISSORY NOTE**

The undersigned, in his official capacity with Southeast Euro Interactive Technology Fund III, L.P. ("**Southeast**"), being duly sworn, deposes and says that Southeast is the sole holder of a Secured Convertible Promissory Note in the principal amount of \$55,650.00 issued by GadgetSpace, Inc., a North Carolina corporation (the "**Company**"), dated as of April 13, 2001 (the "**Promissory Note**"); that Southeast has never endorsed, delivered, transferred, assigned, or otherwise disposed of such Promissory Note in any manner that would give any other person any interest therein; that he has searched diligently for such Promissory Note but has been unable to locate it; and that such Promissory Note has been lost, destroyed, or stolen.

Pursuant to the terms of the Promissory Note and the Series A-1 Preferred Stock Purchase Agreement by and among the Company, the Key Employees (as defined therein) and the Purchasers (as defined therein), dated as of August 31, 2001 (the "**Purchase Agreement**"), Southeast has purchased shares of Series A-1 Preferred Stock of the Company in exchange for, among other things, the cancellation of indebtedness represented by the Promissory Note, plus accrued interest thereunder. Being unable, however, to deliver the original Promissory Note to the Company for cancellation, Southeast agrees (i) that the Promissory Note was paid in full and cancelled as of August 31, 2001, and (ii) to indemnify, defend, and save harmless the Company from any and all claims, loss, or damage whatsoever arising out of or related in any manner to the aforesaid Promissory Note that has been lost, destroyed or stolen.

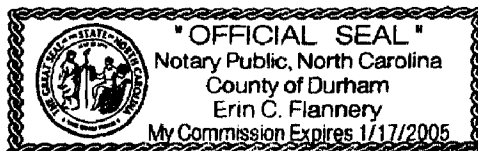
Dated: September 21, 2001.

**SOUTHEAST EURO INTERACTIVE  
TECHNOLOGY FUND III, L.P.**

By: Steve Rukes  
Name: Steve Rukes  
Title: General Partner/CFO

SWORN to and subscribed before me  
this 21 of September 2001.

Erin C. Flannery  
Notary Public



My Commission Expires: 1-17-05

**AFFIDAVIT OF LOSS AND INDEMNITY FOR PROMISSORY NOTE**

The undersigned, in his official capacity with Southeast Interactive Technology Fund III, L.P. ("*Southeast*"), being duly sworn, deposes and says that Southeast is the sole holder of a Secured Convertible Promissory Note in the principal amount of \$82,065.00 issued by GadgetSpace, Inc., a North Carolina corporation (the "*Company*"), dated as of April 13, 2001 (the "*Promissory Note*"); that Southeast has never endorsed, delivered, transferred, assigned, or otherwise disposed of such Promissory Note in any manner that would give any other person any interest therein; that he has searched diligently for such Promissory Note but has been unable to locate it; and that such Promissory Note has been lost, destroyed, or stolen.

Pursuant to the terms of the Promissory Note and the Series A-1 Preferred Stock Purchase Agreement by and among the Company, the Key Employees (as defined therein) and the Purchasers (as defined therein), dated as of August 31, 2001 (the "*Purchase Agreement*"), Southeast has purchased shares of Series A-1 Preferred Stock of the Company in exchange for, among other things, the cancellation of indebtedness represented by the Promissory Note, plus accrued interest thereunder. Being unable, however, to deliver the original Promissory Note to the Company for cancellation, Southeast agrees (i) that the Promissory Note was paid in full and cancelled as of August 31, 2001, and (ii) to indemnify, defend, and save harmless the Company from any and all claims, loss, or damage whatsoever arising out of or related in any manner to the aforesaid Promissory Note that has been lost, destroyed or stolen.

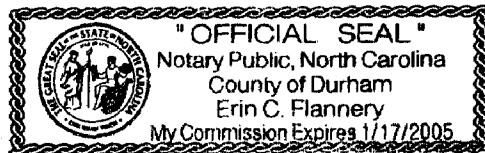
Dated: September 21, 2001.

**SOUTHEAST INTERACTIVE TECHNOLOGY  
FUND III, L.P.**

By: Steve Kuker  
Name: Steve Kuker  
Title: General Partner/CEO

SWORN to and subscribed before me  
this 21 of September 2001.

Erin C. Flannery  
Notary Public



My Commission Expires: 1-17-05

**AFFIDAVIT OF LOSS AND INDEMNITY FOR PROMISSORY NOTE**

The undersigned, in his official capacity with Southeast Interactive Affiliates Technology Fund III, L.P. ("*Southeast*"), being duly sworn, deposes and says that Southeast is the sole holder of a Secured Convertible Promissory Note in the principal amount of \$12,285.00 issued by GadgetSpace, Inc., a North Carolina corporation (the "*Company*"), dated as of April 13, 2001 (the "*Promissory Note*"); that Southeast has never endorsed, delivered, transferred, assigned, or otherwise disposed of such Promissory Note in any manner that would give any other person any interest therein; that he has searched diligently for such Promissory Note but has been unable to locate it; and that such Promissory Note has been lost, destroyed, or stolen.

Pursuant to the terms of the Promissory Note and the Series A-1 Preferred Stock Purchase Agreement by and among the Company, the Key Employees (as defined therein) and the Purchasers (as defined therein), dated as of August 31, 2001 (the "*Purchase Agreement*"), Southeast has purchased shares of Series A-1 Preferred Stock of the Company in exchange for, among other things, the cancellation of indebtedness represented by the Promissory Note, plus accrued interest thereunder. Being unable, however, to deliver the original Promissory Note to the Company for cancellation, Southeast agrees (i) that the Promissory Note was paid in full and cancelled as of August 31, 2001, and (ii) to indemnify, defend, and save harmless the Company from any and all claims, loss, or damage whatsoever arising out of or related in any manner to the aforesaid Promissory Note that has been lost, destroyed or stolen.

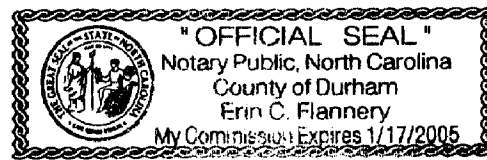
Dated: September 21, 2001.

**SOUTHEAST INTERACTIVE AFFILIATES  
TECHNOLOGY FUND III, L.P.**

By: Steve Nakes  
Name: Steve Nakes  
Title: General Partner/CFO

SWORN to and subscribed before me  
this 21 of September 2001.

Erin C. Flannery  
Notary Public



My Commission Expires: 1-17-05

WYRICK  
ROBBINS  
& YATES  
PONTON  
LLP  
ATTORNEYS AT LAW

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rjones@wyrick.com

October 1, 2001

**VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231  
Attn: Assignment Branch

Re: Recordation of Termination Of Security Interest  
Service mark Application: GADGETSPACE; Serial #76/074038

Dear Sir or Madam:

Enclosed for recordation are termination of security interest documents regarding the above-referenced service mark application for GadgetSpace, Inc. The following documents are enclosed:

- Recordation Form Cover Sheet.
- Affidavits Of Loss And Indemnity For Promissory Note; and
- Check No. 84252 in the amount of \$40.00 for the recordal fee as prescribed by 37 C.F.R. § 2.6(b)(i) and (ii).

Please return the Notice of Recordation to the undersigned. If there are any questions about this submission, please contact me at (919) 781-4000.

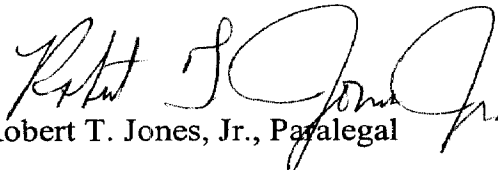
IP-12266-14-218480-01

TRADEMARK  
REEL: 002380 FRAME: 0978



Very truly yours,

WYRICK ROBBINS YATES & PONTON LLP

  
Robert T. Jones, Jr., Paralegal

Enclosure

cc: W. David Mannheim, Esq.