

EL580484309US

10-11-2001

Form PTO-1594

(Rev. 03/01)

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

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

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

1. Name of conveying party(ies):

NotifyMe Networks

09/17/01

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ 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: May 1, 2001

2. Name and address of receiving party(ies)

Name: Development Specialists, Inc.

Internal

Address: _____

Street Address: 333 South Grand Avenue

City: Los Angeles State: CA Zip: 90071

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Illinois☐ 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

09-17-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #58

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

A. Trademark Application No.(s)

76/142,351 76/142,352

76/142,353

Additional number(s) attached ☐ Yes ☒ No

B. Trademark Registration No.(s)

2,121,250

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

Name: Frank L. Politano

Internal Address: _____

Street Address: 295 North Maple Avenue

City: Basking Ridge State: NJ Zip: 07920

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

01-1725

(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.

Frank L. Politano

Name of Person Signing

Frank L. Politano

Signature

Sept. 17, 2001

Date

Total number of pages including cover sheet, attachments, and document: 10

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

10/10/2001 6TOM11 00000026 011725 76142351

01 FC:481
02 FC:48240.00 CH
75.00 CHTRADEMARK
REEL: 002381 FRAME: 0297

82

SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement, effective as of May 1, 2001, is made between NotifyMe Networks, a California corporation duly organized and existing under the laws of the State of California, with an office at 2465 E. Bayshore Road, Suite 400, Palo Alto, California, United States of America (hereinafter referred to as the "Assignor") and Development Specialists, Inc., an Illinois corporation, solely in its capacity as Assignee for the benefit of creditors of NotifyMe Networks, having an office at 333 South Grand Avenue, Suite 2010, Los Angeles, California (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 May 1, 2001, 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 1, 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

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 _____

on _____
NotifyMe Networks

By: _____

Name: _____

Title: _____
Authorized Signatory

ASSIGNEE

Accepted at _____

on July 17, 2001
Development Specialists, Inc., solely in
its capacity as Assignee for the benefit
of creditors of NotifyMe Networks

By: Geoffrey L. Berman

Name: GEORGEY L. BERMAN
Title: Vice President
Authorized Signatory

Notarial Certifications

I, a Notary Public, certify that on _____, 2001, before me personally appeared _____, to me known to be an authorized signatory of NotifyMe Networks. and that _____ executed the foregoing Service Mark Assignment Agreement.

I attest:
Signed in:
Dated:

Notary Public "Official Seal"

Signature of Notary Public

~~I, a Notary Public, certify that on _____, 2001, before me personally appeared _____, to me known to be an authorized signatory of Development Specialists, Inc. and that _____ executed the foregoing Service Mark Assignment Agreement.~~

~~I attest:
Signed in:
Dated:~~

~~Notary Public "Official Seal"~~

~~Signature of Notary Public~~

See Attached California All-Purpose Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

On 17 July 2001

, before me,

Michelle Morice

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

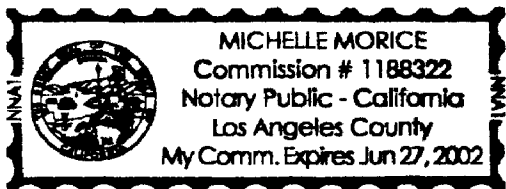
Geoffrey L. Berman

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Michelle Morice

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Service Mark Assignment Agreement

Document Date:

17 July 2001

Number of Pages:

3

Signer(s) Other Than Named Above:

-

Capacity(ies) Claimed by Signer

Signer's Name:

Geoffrey L. Berman

☐ Individual

☒ Corporate Officer — Title(s): VP

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: Assignee FBO Credits of NotifyMeNetworks

Signer Is Representing:

Development Specialists, Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT 1 to Service Mark License Agreement

<u>Application Number/ Registration Number</u>	<u>Country</u>	<u>Filing Date/ Reg. Date</u>	<u>Mark</u>
76142352	U.S.A.	10/05/00	ALERTML
76142353	U.S.A.	10/05/00	FINDME/FOLLOWME
76142351	U.S.A.	10/05/00	NOTIFYME
7570633/ 2121250	U.S.A..	09/23/97/ 12/16/97	NOTIFYME

COMMON LAW MARKS

NOTIFYME NETWORKS
NOTIFYME.COM
NOTIFYME.ORG
ALERTML.COM
ALERTML.ORG

SERVICE MARK ASSIGNMENT AGREEMENT

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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

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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

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 7/24/01
MENLO PARK, CA

on _____
NotifyMe Networks

By: 

Name: PABLO CALAMENA
Title: CTO
Authorized Signatory

ASSIGNEE

Accepted at _____

on _____
Development Specialists, Inc., solely in
its capacity as Assignee for the benefit
of creditors of NotifyMe Networks

By: _____

Name: _____
Title: Vice President
Authorized Signatory

Notarial Certifications

I, a Notary Public, certify that on _____, 2001, before me personally appeared PABLO CALAMERA, to me known to be an authorized signatory of NotifyMe Networks. and that PABLO CALAMERA executed the foregoing Service Mark Assignment Agreement.

I attest:

Signed in:

Dated:

Notary Public "Official Seal"

Signature of Notary Public

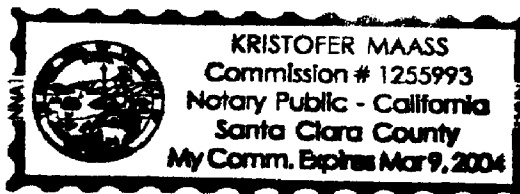
I, a Notary Public, certify that on July 24, 2001, before me personally appeared Pablo Marcello Calamere to me known to be an authorized signatory of Development Specialists, Inc. and that Pablo Marcello Calamere executed the foregoing Service Mark Assignment Agreement.

I attest:

Signed in:

Dated: July 24, 2001

Notary Public "Official Seal"



Kristofer Maass
Signature of Notary Public

EXHIBIT 1 to Service Mark License Agreement

<u>Application Number/ Registration Number</u>	<u>Country</u>	<u>Filing Date/ Reg. Date</u>	<u>Mark</u>
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