

11-23-2001



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Docket No.:

MIC100/13000

Tab settings

101900300

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

1. Name of conveying party(ies): **11-15-01**  
**BuildNet, Inc. (Delaware corporation) and The F.A.S.T. Management Group, Inc. (Washington corporation)**  
 4813 Emperor Blvd., Suite 130  
 Research Triangle Park, NC 27709-3893

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

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

2. Name and address of receiving party(ies):  
 Name: **ERP Acquisition - FAST, L.P.**  
 Internal Address: \_\_\_\_\_  
 Street Address: **5055 Keller Springs Road, Suite 100**  
 City: **Addison** State: **TX** ZIP: **75001**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership **Texas**  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

11-15-2001  
 U.S. Patent & TMO/TM Mail Rcpt Dt. #66

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  
 Other \_\_\_\_\_

Execution Date: **October 19, 2001**

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

A. Trademark Application No. (s)	B. Trademark Registration No. (s)
	2,074,195      2,074,196

Additional numbers attached?  Yes  No

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

Name: **Barry Bumgardner**  
 Internal Address: \_\_\_\_\_  
 Street Address: **Vinson & Elkins L.L.P., 2001 Ross Ave.**  
**Suite 3700**  
 City: **Dallas** State: **TX** ZIP: **75201**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): \$ **\$65.00**

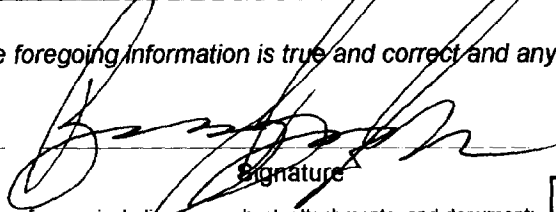
Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**22-0365**

11/21/2001 LHWELLER 00000094 2074195  
 01 FC:481 40.00 OP  
 02 FC:482 25.00 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.*

**Barry Bumgardner**  **November 15, 2001**  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

## TRADEMARK ASSIGNMENT

This Assignment ("**Assignment**") is entered into as of 12:00 a.m. on October 19, 2001, by and among **BUILDNET, INC.**, a Delaware corporation ("**BuildNet**"), **THE F.A.S.T. MANAGEMENT GROUP, INC.**, a Washington corporation ("**FAST**", and together with BuildNet, "**Assignors**"), and **ERP ACQUISITION – FAST, L.P.**, a Texas limited partnership ("**Assignee**").

**WHEREAS**, Assignors are the owners of the trademarks, and their respective applications and registrations, listed on Schedule A (hereinafter collectively referred to as the "**Marks**"), and Assignee is desirous of obtaining the Marks in connection with its purchase of certain assets of Assignors pursuant to the Asset Purchase Agreement (the "**Purchase Agreement**"), dated September 21, 2001, by and among Assignors and Assignee;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises contained in the Purchase Agreement, the consideration therein recited, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

Assignors hereby sell, transfer, convey, assign, and deliver to the Assignee, and the Assignee hereby accepts, all right, title, and interest in and to all of the Marks, together with the good will of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment as of the date first written above.

**ASSIGNORS:**

**BUILDNET, INC.**

By: 

Name: Karen Bertaux

Title: Vice President

**THE F.A.S.T. MANAGEMENT GROUP, INC.**

By: 

Name: Karen Bertaux

Title: Vice President

**ASSIGNEE:**

**ERP ACQUISITION – FAST, L.P.**

By: \_\_\_\_\_

Name: Harold Holigan

Title: President and Chief Executive Officer

**[SIGNATURE PAGE]**

STATE OF North Carolina

COUNTY OF Durham

I, a notary public, in and for the county and state aforesaid, do hereby certify that Karen Bestay personally known to me to be the Vice President of **BUILDNET, INC.**, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 22nd day of October, 2001.

Notary Public Janis P. Wade

My commission expires: 2/23/2005

STATE OF North Carolina

COUNTY OF Durham

I, a notary public, in and for the county and state aforesaid, do hereby certify that Karen Bestay personally known to me to be the Vice President of **THE F.A.S.T. MANAGEMENT GROUP, INC.**, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 22nd day of October, 2001.

Notary Public Janis P. Wade

My commission expires: 2/23/2005

[NOTARY SIGNATURE PAGE]

**Schedule A**

1. BuildNet, Inc. United States Registered Trademark No. 2,074,195
2. BuildNet, Inc. United States Registered Trademark No. 2,074,196