

02-27-2002

2.21.02

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



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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):
 Xmarc, Inc.
 8320 Old Courthouse Road, Suite 401
 Vienna, VA 22182

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

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

2. Name and address of receiving party(ies)
 Name: HPI Holding SA
 Internal
 Address: _____
 Street Address: 5, rue Perdtemps
 City: 1260 Nyon State: Switzerland Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Swiss Company

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: January 7, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 2,327,260

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sonnenschein Nath & Rosenthal
 Internal Address: Attn: Fred L. Levy, Esq.

 Street Address: 1301 K. Street, NW
Suite 600, East Tower
 City: Washington State: DC Zip: 20005

7. Total fee (37 CFR 3.41).....\$ 65
 Enclosed Check
 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.

Anne M. Bertsch
 Name of Person Signing

Signature

2/21/02
 Date

Total number of pages including cover sheet, attachments, and document: 6

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

02/26/2002 LNUELLER 00000150 2327260

01 FC:481
02 FC:482

40.00 DP
25.00 DP

TRADEMARK REEL: 002449 FRAME: 0689

Designation of Domestic Representative

2012.02


HPI Holding SA, a Swiss company ("HPI"), does hereby appoint the firm of Sonnenschein Nath & Rosenthal as Assignee's domestic representative upon whom notice of process may be served in proceedings affecting the marks set forth on Schedule 1 hereto. The address for Sonnenschein Nath & Rosenthal is: 1301 K Street, NW, Suite 600 East Tower, Washington DC 20005, Attn: Fred L. Levy, Esq.

2307260

HPI HOLDING SA

By: 

Name: DENIS GONSETH

 STEPHANE CRETTEL

Its: PRESIDENT & CEO

CFO

Schedule 1
(Xmarc, Inc.)

LIST OF TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
FORMIDA	2,166,359	06/16/98

ASSIGNMENT OF TRADEMARKS

WHEREAS, Xmarc, Inc., a Delaware corporation having a place of business at 8320 Old Courthouse Road, Suite 401, Vienna, Virginia, U.S.A., which is hereinafter referred to as "ASSIGNOR," owns certain trademarks and trademark applications, which are more particularly set forth on Schedule A attached hereto (the "Trademarks").

WHEREAS, HPI Holding SA, a Swiss company having a place of business at 5, rue Perdtemps, 1260 Nyon, Switzerland, which is hereinafter referred to as "ASSIGNEE," is desirous of acquiring the entire interest in, to and under the Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00) and in consideration of the credit bid at the UCC public foreclosure sale held on the date hereof and directions given in connection with such sale and the related Bridge Loan and Security Agreement, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to the Trademarks or any continuation, continuation-in-part, division, renewal, re-examination, substitute or reissue thereof for the full term or terms for which the same may be granted, including the right to sue and recover for past infringement.

ASSIGNOR also assigns all of its right, title and interest in and to the Trademarks in all foreign countries, and all applications for trademarks or other rights that may evolve therefrom.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Trademarks that may be necessary or desirable to carry out the purposes hereof.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of January 7, 2002.

XMARC, INC.



By: _____
Name: Richard Strong
Title: President

Acknowledged and Accepted:

HPI HOLDING SA

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of January 7, 2002.

XMARC, INC.

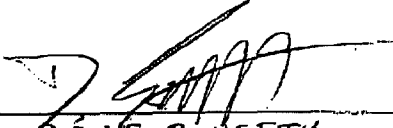
By: _____

Name: Richard Strong

Title: President

Acknowledged and Accepted:

HPI HOLDING SA

By:  _____
Name: DENIS GONSETH
Title: PRESIDENT & CEO

By: _____

Name:

Title:

SCHEDULE A

Registrations

<u>Mark</u>	<u>Registration No.</u>
FORMIDA FIRE	2,327,260
FORMIDA	2,166,359

Applications

<u>Mark</u>	<u>Application No.</u>
XMARC, INC.	76-227,252
XMARC and Design	76-135,056
XMARC	76-134,450
WIISE	76-226,907
WIRELESS & INTERNET INFRASTRUCTURE SOFTWARE ENVIRONMENT	76-226,906
WIISE	76-192,265
WIRELESS & INTERNET INFRASTRUCTURE SOFTWARE ENVIRONMENT	76-192,264
Design only	76-135,071