

02-27-2002

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

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.

<p>1. Name of conveying party(ies):  Xmarc, Inc.  8320 Old Courthouse Road, Suite 401  Vienna, VA 22182</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>HPI Holding SA</u>  Internal  Address: _____</p> <p>Street Address: <u>5, rue Perdtemps</u>  City: <u>1260 Nyon</u> State: <u>Switzerland</u> Zip: _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>Swiss Company</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small>  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 7, 2002</u></p>	
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76-227,252</u></p>	<p>B. Trademark Registration No.(s)</p>
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Sonnenschein Nath &amp; Rosenthal</u></p> <p>Internal Address: <u>Attn: Fred L. Levy, Esq.</u></p> <p>Street Address: <u>1301 K. Street, NW</u>  <u>Suite 600, East Tower</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">8</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>215</u></p> <p><input checked="" type="checkbox"/> Enclosed Check  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Ann M. Bertsch  
Name of Person Signing

Signature

2/21/02  
Date

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

02/26/2002 LNUELLER 00000151 76227252 01 FC:401 40.00 DP 02 FC:402 175.00 DP

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

TRADEMARK REEL: 002449 FRAME: 0767


20102

Designation of Domestic Representative

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.

76-227252

HPI HOLDING SA

By:   
Name: DENIS GONSETH STEPHANE CRETIER  
Title: PRESIDENT & CEO CFO

Schedule 1  
(Xmarc, Inc.)

LIST OF TRADEMARKS

	Trademark Title	Application Number
2	XMARC and Design	76-135,056
3	XMARC	76-134,450
4	WIISE	76-226,907
5	WIRELESS & INTERNET INFRASTRUCTURE SOFTWARE ENVIRONMENT	76-226,906
6	WIISE	76-192,265
7	WIRELESS & INTERNET INFRASTRUCTURE SOFTWARE ENVIRONMENT	76-192,264
8	Design only	76-135,071

## 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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.

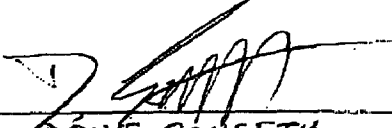
By: \_\_\_\_\_

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