

03-08-2002

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T U.S. Department of Commerce  
Patent and Trademark Office

102007804

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

MRD 2-5-02

<p>1. Name and address of conveying party(ies):</p> <p>Name: <u>NetForce, Inc.</u></p> <p>Address: <u>c/o Daniel Wayne</u> <u>162 Grattan Street</u> <u>San Francisco, CA 94117</u></p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation, State of <u>California</u> <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Business Online, Inc.</u> FEB - 5</p> <p>Address: <u>c/o Oracle Corporation</u> <u>500 Oracle Parkway, M/S 50p7</u> <u>Redwood Shores, CA 94065</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation, State of <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_

Execution Date: January 15, 2002

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application Number(s):</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark Registration Number(s): <u>2,197,116</u> <del>2,439,721</del> <u>2,051,587</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: <u>Suzanne A. Williams</u></p> <p>Address: <u>McCutchen, Doyle, Brown &amp; Enersen, LLP</u> <u>Three Embarcadero Center, Suite 1800</u> <u>San Francisco, California 94111</u></p>	<p>6. Total applications and registrations involved: <u>3</u></p> <p>7. Total fee (37 C.F.R. § 3.41)(\$40.00 per mark for the first mark and \$25.00 for each additional mark recorded on the same document): <u>\$90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account. <input checked="" type="checkbox"/> The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Account Number 13-0257.</p> <p>8. Deposit Account Number: _____</p>
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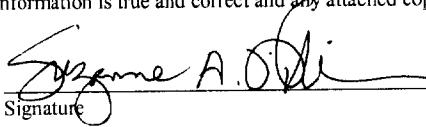
03/07/2002 LHWELLER 00000043 2197116

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

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.

Suzanne A. Williams  February 5, 2002  
Name Signature Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is entered into as of January 30, 2002 by NetForce, Inc., a California corporation (the "*Assignor*"), for the benefit of Business Online, Inc., a Delaware corporation (the "*Assignee*"). Except as otherwise defined herein, all capitalized terms which are used in this Agreement shall have the meaning assigned to them in the Asset Purchase Agreement, dated as of January 15, 2002, among Assignor, Assignee and Oracle Corporation, a Delaware corporation (the "*Purchase Agreement*").

### RECITALS

- A. Pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver the Assets to Assignee and Assignee agreed to purchase the Assets.
- B. The obligation of Assignee to purchase the Assets under the Purchase Agreement is conditioned in part on the execution and delivery of this Assignment.
- C. The Assignor desires to induce Assignee to purchase the Assets pursuant to the Purchase Agreement by agreeing to the terms and conditions set forth herein.

### AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

In consideration of entering into the Purchase Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and other legal representatives, all right, title and interests worldwide, including common law rights, in and to those trademarks, trademark registrations and applications therefor, trade dress rights, trade names service marks, service mark registrations and applications therefor (collectively, the "*Marks*"), including without limitation those set forth on *Exhibit A* attached hereto, together with all goodwill symbolized thereby, and the right to bring any claim related thereto, including, without limitation, claims based upon any past or present infringement of any of the Marks, and the right to receive income or payments therefrom, which together with the Marks are a part of the Assets.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed, by its duly authorized corporate officer effective this 30<sup>th</sup> day of January, 2002.

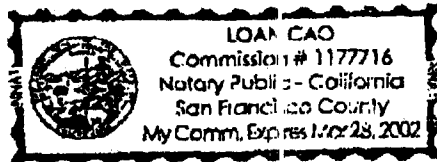
NetForce, Inc.

By: [Signature]  
Name: DANIEL R WAYNE  
Title: PRESIDENT/CEO

STATE OF CALIFORNIA  
COUNTY OF San Francisco

On this 30<sup>th</sup> day of January, 2002, before me, a Notary Public in and for said State, personally appeared Daniel Wayne personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.



Loan Cao  
Notary Public

This Trademark Assignment acknowledged and agreed to by:

**Business Online, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

Date: January \_\_, 2002

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed, by its duly authorized corporate officer effective this \_\_\_\_ day of January, 2002.

**NetForce, Inc.**

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

Name:

Title:

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

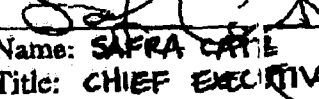
On this \_\_\_\_ day of January, 2002, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

This Trademark Assignment acknowledged and agreed to by:

**Business Online, Inc.**

By:   
Name: SAFRA CATLE  
Title: CHIEF EXECUTIVE OFFICER

Date: January \_\_, 2002

*Exhibit A*

**Trademarks**

NETFORCE  
E\*GATE  
EVENTNET

**Trademark Registrations**

<b>Country</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Class</b>
United States of America	NETFORCE	October 20, 1998	2,197,116	9
United States of America	NETFORCE	April 3, 2001	2,439,721	42
United States of America	EVENTNET	April 8, 1997	2,051,587	9