

03-15-2002

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 record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Go Ahead Pty. Ltd.</p> <p style="text-align: center; font-size: 2em;">3-1-02</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 <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) Name: <u>GoAhead Software Inc.</u> Internal Address: _____ Street Address: <u>10900 NE 8th Street Suite 1300</u> City: <u>Bellevue</u> State: <u>WA</u> Zip: <u>98004-1455</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 <u>Washington</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <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>6/30/1996</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p>	<p>B. Trademark Registration No.(s) <u>1911152</u> _____</p> <p style="text-align: center;">Additional number(s) 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 document should be mailed: Name: <u>James L Davison</u> Internal Address: <u>IP Counsel</u> _____ _____ Street Address: <u>10900 NE 8th Street Suite 1300</u> _____ City: <u>Bellevue</u> State: <u>WA</u> Zip: <u>98004-1455</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40⁰⁰</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

Douglas Brown 14 JUL 02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

03/14/2002 LHMELLER 00000193 1911152

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40.00 DP

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

TRADEMARK
REEL: 002461 FRAME: 0902

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 30th day of June, 1996, by and between Go Ahead Software Inc., a Washington corporation with its principal place of business at 8652 154th Avenue NE, Redmond, Washington 98052 ("Buyer"), and Go Ahead Pty. Ltd., a corporation organized under the laws of Australia with its principal place of business at 5th floor, Reserve Bank Building, 102 Adelaide Street, Brisbane Queensland 4000 ("Seller"). "Parties" as used herein refers collectively to Buyer and Seller.

RECITALS

- A. Seller is a software development and marketing firm and owns certain trademark assets.
- B. Buyer wishes to purchase such assets, all as more fully defined herein, from Seller, and Seller desires to sell such assets to Buyer, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein, the Parties agree as follows:

AGREEMENT

1. Assets to be Purchased and Sold.

1.1 **Definition.** For purposes of this Agreement, "Trademarks" shall mean all trademarks, trade names, logos and service marks as listed in Exhibit A.

1.2 **Assets Acquired.** Effective upon Closing, as defined in Section 2.1 below, Seller hereby grants, sells, assigns and delivers to Buyer, its successors, and assigns, and Buyer hereby purchases and acquires from Seller, free and clear of all liabilities, liens, encumbrances, claims and other restrictions, all rights existing now or arising in the future in the Trademarks and other assets as set forth on the attached Exhibit A (collectively, the "Assets").

1.3 **No Assumption of Liabilities.** Seller and Buyer agree that Buyer is not assuming any liabilities of Seller, whether accrued, absolute, contingent or otherwise, and Buyer expressly disclaims any liability arising from the activities of Seller prior to the Closing or in connection with the Assets. Buyer is not licensing or purchasing any assets of Seller under this Agreement except for the Assets. Without limiting the generality of the foregoing, Buyer shall not assume any liabilities with respect to (i) any claims or liabilities, whether or not asserted on or prior to the Closing Date, relating to the Assets or Seller's business; (ii) any liabilities which are due to any affiliates of Seller; (iii) severance pay, if any, or any other employment-related obligation due employees, contractors or other agents of Seller; (iv) any foreign, federal or state income tax liabilities of Seller; (v) any other foreign, state or local sales, use, business and occupation or other tax; and (vi) any termination costs for health, retirement or other benefit plans of Seller. Seller covenants and agrees to indemnify and hold harmless Buyer, its affiliates, successors and assigns with respect to all such liabilities.

2. Closing, Purchase Price and Payment.

2.1 **Closing.** The Closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the office of Buyer in Redmond, Washington, at 12:00 p.m. PST on June 30, 1996.

2.2 **Purchase Price and Payment.** At Closing, Buyer agrees to pay to Seller the sum of Twelve Thousand Australian Dollars (AUS \$12,000) in cash, payable by wire transfer or delivery of other immediately available funds.

2.3 **Deliveries at Closing.** At Closing, Buyer will deliver to Seller the consideration specified in Section 2.2, and Seller will deliver to Buyer executed assignments, in form and substance satisfactory to Buyer, of the assets set forth on Exhibit A, and a Bill of Sale in the form attached as Exhibit B.

2.4 **Allocation of Purchase Price.** The purchase price for the Assets shall be allocated among the Assets in accordance with Exhibit C, which is based on the fair market values for the Assets as agreed upon by Buyer and Seller. Buyer and Seller agree that each will adopt and utilize such agreed values for purposes of all foreign, federal, state and other tax returns filed by each of them and will not voluntarily take any position inconsistent therewith upon examination of any such tax returns, in any claims, litigation or otherwise with respect to such tax returns.

2.5 **Sales and Use Taxes.** Buyer agrees to pay any and all sales and use taxes arising from the transactions contemplated by this Agreement.

3. **Representations and Warranties.**

3.1 **By Buyer.**

(a) **Organization.** Buyer represents and warrants that it is a corporation duly authorized, validly existing and in good standing under the laws of the State of Washington.

(b) **Authorization and Noncontravention.** Buyer represents and warrants that the execution and the performance of this Agreement do not conflict with, or result in a breach of, any agreement to which Buyer is a party.

3.2 **By Seller.**

(a) **Organization.** Seller represents and warrants that it is a corporation duly authorized, validly existing and in good standing under the laws of Australia.

(b) **Authorization and Noncontravention.** Seller represents and warrants that the execution and the performance of this Agreement (i) do not conflict with, or result in a breach of, any agreement to which Seller is a party or to which any of its assets is subject; (ii) do not infringe upon, violate or misappropriate any foreign or United States patent, copyright, trade secret, trade name, trademark, contract or other right or interest of any third party; and (iii) do not require the approval or consent of any governmental authority having jurisdiction over the business of Seller.

(c) **Ownership of Assets.** Seller represents and warrants that (i) the Assets are Seller's sole, exclusive and original creation; (ii) Seller has good and marketable title to the Assets, free and clear of any mortgages, liens, pledges, privileges, charges and encumbrances of every kind, nature and description; (iii) Seller has not pledged, mortgaged, assigned or otherwise granted any rights in the Assets or any part thereof or any interest therein to any other party and Buyer will take the Assets free and clear of any and all mortgages, liens,

pledges, privileges, charges and encumbrances of every kind, nature and description; and (iv) there exists no adverse claim in or to the Assets.

(d) No Litigation. Seller represents and warrants that there are no actions, suits, claims, proceedings or investigations pending or threatened against or affecting the title or interest of Seller in any of the Assets. Seller is not in default with respect to any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality of which Seller has notice with respect to the ownership and commercial use of the Assets.

(e) Tax Matters. Seller has duly filed with the appropriate foreign, federal and local governmental agencies all tax returns and reports (including estimated tax and withholding tax returns) which are required to be filed (the "Returns"), and has paid in full all taxes (including interest and penalties) owed by Seller. The Returns correctly reflect the liability for taxes and, in all material respects, any required information. Seller is not a party to any pending action or proceeding, nor, to the best knowledge of Seller, is any action or proceeding threatened, by any governmental authority for assessment or collection of taxes and no claim for assessment or collection of taxes has been asserted against Seller.

(f) General Representations and Warranties. Neither this Agreement nor any Schedule or other document furnished by or on behalf of Seller in connection with this Agreement contains any untrue statement of material fact or omits to state any material fact necessary to make the statements contained therein not misleading. There is no material fact or circumstance known to Seller which adversely affects the Assets which has not been set forth in this Agreement or the Schedules hereto.

4. Indemnification. Seller agrees to indemnify and hold Buyer and its shareholders, directors, officers, employees, agents and attorneys harmless from any and all loss, costs, injury, damage, claim or liability, including attorneys' fees and costs, resulting from (i) Seller's breach of any of the representations, warranties or other obligations set forth in this Agreement; (ii) the inaccuracy of any representation or warranty made by Seller in this Agreement; (iii) any liabilities or obligations of Seller; and (iv) any product claims or warranty returns arising from or related to the Trademarks and arising prior to Closing.

5. Miscellaneous.

5.1 Further Assurances. From time to time after the Closing, Seller shall execute all such instruments and documents and take all such actions as Buyer shall reasonably request in connection with effectuating the intent and purposes of, and all transactions and actions contemplated by, this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered at Closing, and any and all actions which may be necessary or prudent in connection with the transactions contemplated hereby.

5.2 Severability. If any provision or any part of a provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather the entire provision or this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

5.3 **Notices.** All notices under this Agreement shall be in writing and shall be deemed given when delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, postage prepaid, deposited with Federal Express or Airborne Express for next day delivery, or by facsimile (receipt confirmed and followed promptly by U.S. mail), addressed as follows:

If to Seller:

Go Ahead Pty. Ltd.
5th floor, Reserve Bank Building
102 Adelaide Street
Brisbane Queensland 4000
Australia
FAX: 011-617-3221-8895

If to Buyer:

Go Ahead Software Inc.
8652 154th Avenue NE
Redmond, Washington 98052
Attn: President
FAX: (206) 882-1117

or to such other address as a party may so designate by written notice to the other in the manner provided in this Agreement.

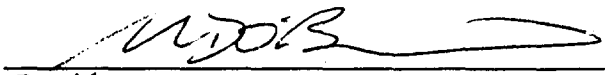
5.4 **Entire Agreement.** Each Party agrees to be bound by the terms of this Agreement and agrees and acknowledges that it is the complete and exclusive agreement and understanding between the Parties concerning its subject matter, and that it supersedes all previous understandings, negotiations and proposals, whether oral or written. No modification, amendment, consent, waiver or discharge in connection with this Agreement or any of its provisions shall be binding upon either Party unless in writing and signed by the Party against which it is sought to be enforced.

5.5 **Governing Law and Venue.** This Agreement shall be governed by and interpreted under the laws of the State of Washington, USA, without giving effect to any choice of law or conflict of law provision or rule. Each party (i) submits to the jurisdiction of any state or federal court sitting in Seattle, Washington in any action or proceeding arising out of or relating to this Agreement, (ii) agrees not to bring any action or proceeding arising out of this Agreement in any other court, and (iii) waives any defense of inconvenient forum to the maintenance of any action or proceeding in connection with, relating to or arising from this Agreement and the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

"Buyer"

GO AHEAD SOFTWARE INC.

By 
Its President

"Seller"

GO AHEAD PTY. LTD.

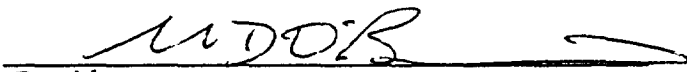
By 
Its President

EXHIBIT A

1. GO AHEAD'S TRADEMARKS, TRADE NAMES, LOGOS AND SERVICE MARKS

Registered Marks	Owner	Class	Country	Reg. No.	Date
GO AHEAD device	Go Ahead Pty. Ltd.	Class 9	Australia	601967	5/6/93
GO AHEAD	Go Ahead Pty. Ltd.	Class 9	Australia	601968	5/6/93
GO AHEAD device	Go Ahead Pty. Ltd.	Class 9	UK	1537586	6/4/93
GO AHEAD	Go Ahead Pty. Ltd.	Class 9	USA	74/408681	6/16/93

Trademarks (not registered currently)

Go Ahead Doctor
Go Ahead Doctor Lite
Go Ahead Agent
Doctor for Networks

2. All rights of Seller in the name "Go Ahead" and in all other trade names, trademarks, slogans, service marks and logos used in connection with the Assets and all foreign equivalents, translations, transliterations and derivations thereof and registrations and applications therefor.

3. The goodwill, if any, in or arising from the existence and commercialization of the Assets.

4. Any inventory related to or embodying the Assets as of Closing.

EXHIBIT B

BILL OF SALE

Go Ahead Pty. Ltd. ("Seller") covenants that it is the owner of the full legal and beneficial title to those certain assets, tangible and intangible, properties, rights and privileges (collectively, the "Assets") as set forth in Exhibit A of the Asset Purchase Agreement dated as of June 30, 1996 (the "Asset Purchase Agreement"), by and among Seller and Go Ahead Software Inc., a Washington corporation (the "Buyer"), and which by this reference is incorporated herein as though set forth in full herein.

For good and valuable consideration and pursuant to the Asset Purchase Agreement, Seller does as of the date hereof, grant, assign, transfer, bargain, sell, deliver and set over all Seller's rights, title and interest in and to the Assets "as is" unto Buyer and their successors and assigns forever. Seller hereby warrants and represents that the Property is free and clear of any and all liens of any kind whatsoever and that Seller has good and marketable title to the Assets.

This Bill of Sale is governed by the laws of the State of Washington.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed this 30th day of June, 1996.

"Seller"

Go Ahead Pty. Ltd.


By 
Its President

EXHIBIT C
ALLOCATION OF PURCHASE PRICE

Assets

(1) Intangible assets described in Section 1.2 \$12,000 AUD

TOTAL: \$12,000 AUD