

03-21-2002

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

RE



102025370

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):

Bigfoot International, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Bigfoot Communications (Hong Kong) Limited Internal Address: Unit 601A Kinwick Centre

Street Address: 32 Hollywood Road

City: Hong Kong State: Zip:

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

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 30, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2353041

Additional number(s) attached Yes No

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

Name: Jeffrey W. Berkman

Internal Address:

Bigfoot Communications (Hong Kong) Limited

Street Address: c/o 36 East 64th Street

City: New York State: NY Zip: 10021

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey W. Berkman Name of Person Signing

[Signature] Signature

3/19/02 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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

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40.00 OP

TRADEMARK REEL: 002465 FRAME: 0892

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Bigfoot Communications (Hong Kong) Limited
Registration No. : 2,353,041; 2,108,223; 2,355,057 and 2,332,270
Registration Date :
Trademark : Bigfoot
Class : 35 and 38

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231 on

Jeffrey W. Berkman

Name of Applicant, Assignee or Registered Representative


Signature

3/19/02

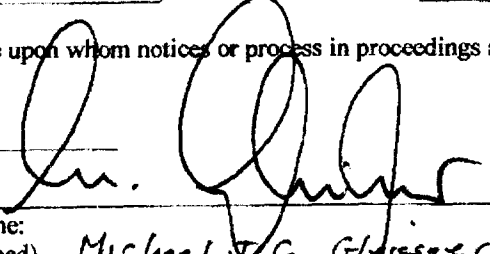
Date of Signature

DESIGNATION OF DOMESTIC REPRESENTATIVE

Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513
Att: Vicky Copeland, Paralegal Specialist
Post Registration Division

Bigfoot Communications (Hong Kong) Limited, owner of the above trademark registration, hereby designates Jeffrey W. Berkman, whose postal address is 36 East 67th Street NY NY 10021 as its domestic representative upon whom notices or process in proceedings affecting the mark may be served.

By:


Name:
(Typed) Michael D. G. Glissner

Chairman

Title:
(Typed)

Dated:

3/18/02

MODIFICATION AND ASSIGNMENT AGREEMENT

This Modification and Assignment Agreement (this "Agreement") is made and entered into as of this 30th day of January, 2002 by and between Bigfoot International, Inc., a Delaware corporation ("International"), and Bigfoot Communications, LLC ("LLC").

WHEREAS, pursuant to an Asset Purchase Agreement (the "Original Agreement"), dated February 20, 2001, by and between LLC and Bigfoot.com, Inc. ("Inc."), an entity wholly owned by International, Inc. transferred all of its assets to LLC, subject to that certain Coexistence Agreement (the "Coexistence Agreement") by and among Inc., International and Bigfoot Interactive, Inc. dated as of February 20, 2001; and

WHEREAS, pursuant to an Asset Purchase Agreement (the "Hong Kong APA"), dated January 30, 2002, by and between Bigfoot Communications (Hong Kong) Limited ("Bigfoot Hong Kong") and LLC, LLC sold all of its assets to Bigfoot Hong Kong; and

WHEREAS, it was the intention of International to have sold, and the intention of LLC to have purchased, in conjunction with the Original Agreement, subject to the Coexistence Agreement, Trademark Registrations (word mark BIGFOOT) US 2,353,041 and European Community 001990738 (the "Omitted Marks") which were improperly omitted from the Schedule of Intellectual Property attached and incorporated as part of the Original Agreement; and

WHEREAS, it is the desire of the parties to amend and modify the Original Agreement to reflect the intent of the parties and to transfer and assign the Omitted Marks to the LLC or any successor or assignee thereof.

NOW, THEREFORE, in reliance on the foregoing recitals and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Amendment to Schedule 1 of the Original Agreement. The parties agree that it was their mutual intention to include the Omitted Marks as part of the Original Agreement. Accordingly, Schedule 1 of the Original Agreement is hereby amended as of February 20, 2001 to include the Omitted Marks. In accordance herewith, Schedule 1 of the Original Agreement shall be deemed to read as set forth in Exhibit A hereto.
2. Transfer and Assignment to Bigfoot Hong Kong. As LLC has transferred all of its assets to Bigfoot Hong Kong pursuant to the Hong Kong APA, in order to avoid the expense and delay of conveying the Omitted Marks to LLC, International shall directly assign and transfer the Omitted Marks, and all rights, title, interest and goodwill associated therewith worldwide, subject to the Coexistence Agreement, to Bigfoot Hong Kong in full and final satisfaction of International's obligations with respect to the Omitted Marks under this Agreement and the Original Agreement.

3. Further Assurances and Cooperation. (a) International shall provide to Bigfoot Hong Kong, upon request of its counsel, properly executed assignments of the Omitted Marks for filing in the United States Patent and Trademark Office.

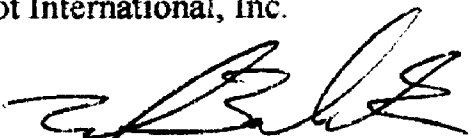
(b) Upon the request of Bigfoot Hong Kong, International shall provide Bigfoot Hong Kong all assistance necessary for the preparation of, and shall duly execute all documents necessary to, file any forms or documents with applicable governmental agencies or other third parties, or any governmental consents, necessary to transfer and assign the Omitted Marks to Bigfoot Hong Kong, subject to the Coexistence Agreement. The rights and obligations of International under this Section 3 are subject the reimbursement of any and all actual out of pocket expenses incurred by International in the performance of its obligations under this Section 3.

3. Reaffirmation. Except as provided in this Agreement, the terms and conditions of the Original Agreement shall remain in full force and effect.

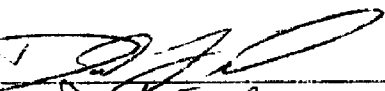
4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

Bigfoot International, Inc.

By: 
Name: Leonard Barshak
Title: Chairman

Bigfoot Communications, LLC

By: 
Name: David Fink
Title: President

Bigfoot Communications (Hong Kong) Limited

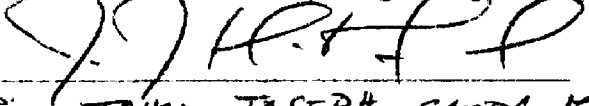
By: 
Name: JOHN JOSEPH SARDA MEDCADO
Title: CEO

EXHIBIT A TO MODIFICATION AGREEMENT

**SCHEDULE 1
INTELLECTUAL PROPERTY**

<u>Trademark</u>	<u>Registration No.</u>
BIGFOOT	2,108,223
BIGFOOT	647800
BIGFOOT	17788
DESIGN	2,355,057
DESIGN	2,332,270
BIGFOOT	2,353,041
BIGFOOT	001990738

Nos. 2,108,223, 2,355,057, 2,332,270 and 2,353,041 are registered in the United States.

No. 647800 and No. 001990738 are registered as European Community Trademarks.

No. 17788 is registered in Aruba.