

04-11-2002

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Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102050453

NOV 10 9 39 AM '02

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

1. Name of conveying party(ies):

3-28-02

Inside Out Networks, 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: Digi International Inc.

Internal Address: _____

Street Address: 11001 Bren Road East

City: Minnetonka State: MN Zip: 55343

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: October 1, 2000

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

A. Trademark Application No.(s)

75/428,551

B. Trademark Registration No.(s)

2,331,836

Additional number(s) attached Yes No

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

Name: Marsha Stolt, Esq.

Internal Address: Fish & Richardson, P.C.,

P.A.

Street Address: 3300 Dain Rauscher Plaza

60 South Sixth Street

City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- 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.

Marsha Stolt

Name of Person Signing

Signature

March 18, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

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

04/10/2002 DBYRNE 00000126 75428551

01 FC:481 40.00 DP
02 FC:482 25.00 DP

TRADEMARK
REEL: 002480 FRAME: 0176

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment, having an effective date of October 1, 2000, is made by and between Inside Out Networks, Inc., a corporation organized and existing under the laws of the State of Texas, having a place of business at 3303 Desert Willow Cove, Austin, Texas 78735 ("Assignor").

WHEREAS, Assignor has intended to use the following marks in commerce :

MARK	SERIAL NO.	FILED	INT'L CLASS
INSIDE OUT NETWORKS	75/428,551	2/4/1998	9

and has filed applications, now assigned the serial numbers set forth above, indicating that intention, but has not yet filed an allegation of use under §§ 1(c) or 1(d) of the Trademark Act; and

WHEREAS, Assignor has adopted, used and is using the following marks in commerce:

MARK	REG. NO.	REG. DATE	INT'L CLASS
RAPIDPORT/4	2,331,836	March 21, 2000	9

Collectively, the "Marks"; and


WHEREAS, Digi International Inc., a corporation organized and existing under the laws of the Delaware, having a place of business at 11001 Brn Road East, Minnetonka, Minnesota 55343, ("Assignee"), is acquiring Assignor's entire business or portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060, and desires to acquire the Marks together with the applications and the good will of the business symbolized by the Marks, and to enjoy the protection of any registrations that have or shall issue in connection wit the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, its successors and assigns all right, title and interest in and to the Marks together with the good will of the business symbolized by the Marks, and any registrations that have or shall issue in connection with the Marks, including any applications pending for registration of the Marks. Assignor further sells, assigns and transfers unto Assignee its entire right, title and interest in and to any and all causes of action and right of recovery for past infringement of the Marks.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

INSIDE OUT NETWORKS, INC.

By: 
~~Stephen E. Popovich, President~~
Its: _____