

04-15-2002

OMB No. 0651-0011 (exp. 4/94) Tab settings ⇌ ⇌



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

1. Name of conveying party(ies):

Zsigo Wireless Training, Inc.

- Individual
- Association
- Corporation - Michigan Limited Partnership
- Other

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

2. Name and address of receiving party(ies)

Name: WD.COM, Inc.

Internal Address: _____

Street Address: 5905 Highgate Avenue

City: East Lansing State: MI Zip: 48823

- Individual(s) citizenship _____
- Michigan Corporation
- General Partnership
- Limited Partnership
- 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:

- Change of Name
- Assignment Execution Date: June 5, 2001
- Merger
- Security Agreement
- Other - Partnership dissolution

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

A. Trademark Application No.(s)

76/240,605

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Daniel E. Kattman, Esq.

Internal Address: Reinhart, Boerner, Van Deuren
Norris & Rieselbach, s.c.

1000 North Water Street, Suite 2100
Milwaukee, WI 53202

Street Address: _____
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

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

- Enclosed
- Authorized to be charged to deposit account
- Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(Attach duplicate copy of this page if paying by deposit account)

04/12/2002 TD18Z1 00000210 76240605
01 FC:441 40.00 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.

Daniel E. Kattman
Name of Person Signing

[Signature]
Signature

March 26, 2002
Date

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

831174

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

TRADEMARK
REEL: 002482 FRAME: 0717

ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES (this "Assignment") is made and entered into as of the 5th day of June 2001 by and between ZSIGO WIRELESS TRAINING, INC. f/k/a Zsigo Wireless, Inc., a Michigan corporation having its principal office at 2875 Northwind Drive, Suite 232, East Lansing, Michigan 48823 ("Assignor"), and WD.COM, INC., a Michigan corporation having its principal office at 5905 Highgate Avenue, East Lansing, Michigan 48823 ("Assignee").

RECITALS

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- A. Pursuant to the terms of an Asset Purchase Agreement dated as of June 5, 2001 by and among Assignor, Solid Roots Limited, Assignee and Konstantin Zsigo (the "Purchase Agreement"), Assignee has agreed to purchase from Assignor certain assets owned by Assignor and used in Assignor's WirelessDeveloper division.
- B. Assignor owns certain rights to various intellectual properties, as specified below.
- C. Assignor has filed an application (Serial No. 76/240,605) to register the mark WirelessDeveloper.com on the Principal Register of the United States Patent and Trademark Office ("Application").
- D. In connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign its rights in these intellectual properties to Assignee, and Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements set forth below, Assignee and Assignor agree as follows:

1. Assignment of Marks. Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in and to the Application, trademarks, service marks, and logos listed on Schedule A attached hereto (the "Marks"), along with all goodwill represented by the Marks.
2. Assignment of Copyrights. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the copyrightable works of authorship listed on Schedule B attached hereto, along with any issued copyright registrations or pending copyright applications based on such works of authorship, and including without limitation all of the exclusive rights listed in 17 U.S.C. § 106, any copyright renewal terms available for any such registrations and any registrations that may result from such pending applications.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and agrees to assign to Assignee any causes of action that may have accrued prior to the execution date of this Agreement for infringement or misappropriation of any of the intellectual properties specified in sections 1 and 2 above.

4. Further Assurances. Upon reasonable request, from time to time, each party shall execute or cause to be executed such documents, and shall take or cause to be taken such actions, as may reasonably be required to carry out the terms of this Agreement.

5. Incorporation of Terms. The introductory language and the recitals set forth above, and the Schedules attached hereto, shall be deemed incorporated herein by reference.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

7. Facsimile Signatures; Counterparts. This Agreement may be executed by facsimile and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, but both of which taken together shall constitute one and the same agreement.

[Signatures on the following page.]

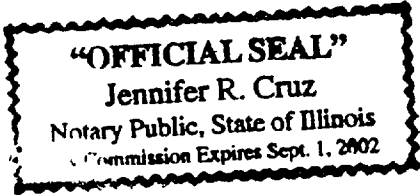
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ZSIGO WIRELESS TRAINING, INC.

BY Allan Richens
Allan Richens, Chairman and CEO

WD.COM, INC.

BY Konstantin Zsigo
Konstantin Zsigo, President



State of Illinois)
 : SS
COOK County)

On this 5th day of June, 2001, before me appeared Allan Richens, to me personally known, who, being by me duly sworn, did say that he is President of Zsigo Wireless Training, and that said instrument was signed on behalf of said corporation.

Jennifer R. Cruz
Notary Public, State of Illinois
My commission expires 9-01-02

State of Illinois)
 : SS
COOK County)

On this 5th day of June, 2001, before me appeared Konstantin Zsigo, to me personally known, who, being by me duly sworn, did say that he is President of WD.COM, and that said instrument was signed on behalf of said corporation.

Jennifer R. Cruz
Notary Public, State of Illinois
My commission expires 9/01/02

