

04-19-2002



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

RE TRADEMARKS 102061592

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

Tab settings

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

1. Name of conveying party(ies): Raritan Comput&r, Inc.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State New Jersey
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: RIIP, Inc.
Internal Address:
Street Address: 300 Delaware Avenue, Suite 1704
City: Wilmington State: DE Zip: 19801
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: March 8, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See attached
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 13

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven H. Becker
Internal Address:
Street Address: c/o Thacher Proffitt & Wood
25 DeForest Avenue
City: Summit State: New Jersey Zip: 07901

7. Total fee (37 CFR 3.41): \$ 340
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 200676
(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.
Steven H. Becker
Signature
Date: 4/11/2002

Total number of pages including cover sheet, attachments, and document: 2

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

TRADEMARK REEL: 002486 FRAME: 0936

04/18/2002 LABELER 00000228 200676 75-135897 40.00 CH 200-00-01 01 FC:441 02 FC:482

**Attachment to Form PTO-1594**

**Trademark Applications**

75/435,897

75/800,770

76/121,064

**Trademark Registrations**

1,668,285

2,136,310

2,138,437

2,171,814

2,136,827

2,206,082

2,215,123

2,446,817

2,368,648

2,456,301

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") is made as of March 8 2002 by and among Raritan Computer, Inc., a New Jersey corporation, with offices at 400 Cottontail Lane, Raritan, New Jersey 08873 ("Assignor") and RIIP, Inc., a Delaware corporation, with offices at 300 Delaware Avenue, Suite 1704, Wilmington, Delaware 19801 ("Assignee").

## RECITALS:

**WHEREAS**, Assignor owns all of the trademarks, copyrights, patents, ideas, trade secrets, know-how and industrial and intellectual property rights in certain works of authorship, processes, methods, ideas and expressions, used in its business as described on Exhibit A which is attached hereto (collectively, the "Intellectual Property"); and

**WHEREAS**, Assignor desires to transfer the Intellectual Property to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment; Purchase Price.** (a) For and in consideration of 100 shares of common stock of Assignee, par value .001 per share (the "Shares"), representing all of the issued and outstanding shares of Assignee, Assignor does hereby sell, assign, transfer and set over to Assignee, as a contribution to the capital of Assignee, and Assignee accepts, all right, title and interest in and to, the Intellectual Property, including, without limitation, all rights to obtain renewals and extensions thereof, together with the goodwill of Assignor's business and business concepts symbolized thereby. Assignee shall have the exclusive right to (i) obtain and to hold in its own name the Intellectual Property and any extensions and renewals and (ii) use the Intellectual Property in any manner.

2. **Authorization.** Assignor further authorizes (i) the Registrar of Copyrights of the United States to record the assignment evidenced herein and recognize the transfer of title to the Intellectual Property to Assignee, its successors, legal representatives and assigns, and (ii) the Commissioner of Patents and Trademarks of the United States to record all trademarks and patents assigned herein and title thereto, as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

3. **Rights to Past Infringement.** Assignor, pursuant to this Agreement, does hereby also sell, assign, transfer and set over to Assignee, its successors and assigns, all claims for damages and profits by reason of past infringement of the Intellectual Property with the right to sue for and to collect damages for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives.

4. **Representations and Warranties.** Assignor represents and warrants to Assignee as follows:

(a) The Intellectual Property was developed by Assignor and its employees. Any trade secret rights with respect to the Intellectual Property have been maintained with the appropriate secrecy safeguards, are not generally known, and have been communicated to Assignee.

(b) No claim by any third party contesting the validity, enforceability, use or ownership of the Intellectual Property has been made, is currently pending or has been threatened. Assignor has not received any notice of, nor is it aware of any fact which indicates a likelihood of, any infringement or misappropriation by, or conflict with, any third party with respect to the Intellectual Property. Assignor has not infringed, misappropriated or otherwise conflicted with any rights of any third parties, nor is it aware of any infringement, misappropriation or conflict which will occur as a result of the continued use of the Intellectual Property. Assignor has not engaged in any conduct or omitted to perform any necessary act, the result of which could invalidate any of the rights with respect to the Intellectual Property.

(c) Assignor has not granted any licenses or other similar rights with respect to the Intellectual Property except as set forth on Exhibit B.

(d) No third party owns or has any interest by lease, license or otherwise in any of the Intellectual Property. No past or present employee of the Seller owns or has any interest in the Intellectual Property and Assignor has secured all necessary assignments of intellectual property rights (including, without limitation, patents, trademarks, copyrights and trade secrets) and confidentiality agreements, copies of which are attached hereto as Exhibit C. The documents of transfer to be executed and delivered by Assignor at the Closing will be sufficient to convey good and marketable title to the Intellectual Property to Assignee, free and clear of any lien, claim, charge, mortgage, security interest, equity or other encumbrance.

5. **Indemnification.** Assignor shall indemnify and hold harmless Assignee, its affiliates, officers, directors, employees, agents and representatives, and any person claiming by or through any of them, against and in respect of any and all claims, costs, expenses, damages, liabilities, losses or deficiencies (including, without limitation, counsel and expert fees and other costs and expenses incident to any suit, action or proceeding) arising out of, resulting from or incurred in connection with (i) any inaccuracy in any representation or the breach of any warranty made by Assignor in this Agreement, or (ii) the breach by Assignor of any covenant or agreement to be performed by it hereunder.

6. **Further Actions.** Assignor further covenants and agrees on behalf of itself and its successors, legal representatives and assigns that it will, at Assignee's

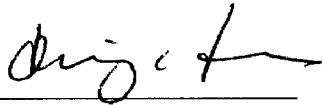
request and expense, communicate to Assignee, its successors and assigns, any facts known to it with respect to the Intellectual Property, cooperate in any legal proceeding regarding the Intellectual Property, sign all papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally provide reasonable assistance and deliver all additional instruments and documents to carry out the intent and perfect the rights granted in this instrument.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey without regard to any applicable principles of conflicts with law.


[Signature page to follow]

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

RARITAN COMPUTER, INC.

By:   
Name: CHING-HSU  
Title: CEO

RIIP, INC.

By:   
Name: HENRY HSU  
Title: President

**Exhibit A (Redacted for filing)**

Patent Applications

09/709,759

09/729,632

29/133,623

Patents

6,137,455

Trademark Applications

75/435,897

75/800,770

76/121,064

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