

04-22-2002



102062765

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies)

David B. Waller

4-4-02

Individuals 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: Patent Solutions LP
Internal Address: _____
Street Address: 5420 LBJ Freeway, Suite 660
City Dallas State Texas Zip 75240
Individual(s) citizenship _____
Association _____
General Partnership _____
Limited Partnership Texas
Corporation - State _____
Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designation 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: _____

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

76/283,727

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: Gregory M. Howison
Internal Address: Howison, Thoma & Arnott, L.L.P.
P.O. Box 741715
City Dallas State TX Zip 75374-1715

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

8. Deposit Account Number: 20-0780/PSOL-26,016

(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.

Gregory M. Howison
Name of Person Signing

Signature

5/22/02
Date

Total number of pages comprising cover sheet: _____

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

04/19/2002 6TOM11 00000098 76283727

01 FC:481

40.00 09

TRADEMARK
REEL: 002487 FRAME: 0893

ASSIGNMENT AGREEMENT

THIS AGREEMENT, effective as of the last date below written, is by and between Patent Solutions LP a Texas limited partnership with its principal place of business at 5420 LBJ Freeway, Suite 660, Dallas, TX, 75240, hereinafter referred to as "PATENT SOLUTIONS," and David B. Waller, an individual with his principal place of business at 5677 Oberlin Drive, Suite 214 San Diego, CA, 92121, hereinafter referred to as "WALLER."

RECITALS

WHEREAS, WALLER is recognized by PATENT SOLUTIONS as having certain rights in the name "Patent Solutions;" (hereinafter, the "NAME") and

WHEREAS, PATENT SOLUTIONS is desirous to purchase whatever rights WALLER may have in the NAME.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made, and to avoid any future disputes between the parties or any likelihood of confusion, the parties agree as follows:

1. Scope of the Agreement

1.1 WALLER hereby sells, transfers and assigns all right title and interest to and relinquishes all rights in the NAME "Patent Solutions" that he may have to PATENT SOLUTIONS in consideration for the sums and conditions set forth in section 1.6 provided below; and

1.2 WALLER shall not file nor cause to be filed a trademark application with the United States Patent and Trademark Office ("USPTO") for a trademark associated with the NAME Patent Solutions. In the event a trademark application has been filed by WALLER prior to the execution of this Agreement, WALLER upon the execution of this Agreement will execute an assignment of said trademark application to PATENT SOLUTIONS, forward the original and complete prosecution history to PATENT SOLUTIONS and file a termination of Power of Attorney with the USPTO in the trademark application for the mark; and

1.3 WALLER hereby sells, assigns and transfers all right title and interest in and to the Universal Resource Locator (URL) "patentsolutions.org" to PATENT SOLUTIONS identifying Julia Elvidge as the administrative, billing and technical contacts as required by Network Solutions and shall execute all documents necessary to effect such transfer.

1.4 Neither WALLER nor any company of which WALLER and/or any member of WALLER's family owns a controlling interest, individually or collectively, will hereinafter seek to register "Patent Solutions" as a trademark or service mark in the United States or any other country.



1.5 WALLER will destroy all labels, brochures, packaging, pamphlets, signs, photographs and any other promotional materials that bear the NAME "Patent Solutions," except that one copy may be retained for WALLER's legal files and provide a written declaration under oath to PATENT SOLUTIONS declaring that such labels, brochures, packaging, pamphlets, signs, photographs and other promotional materials either (a) have been destroyed and no longer exist or (b) were never created and therefore do not exist.

1.6 PATENT SOLUTIONS will pay WALLER the sum of Twelve Thousand Five Hundred (\$12,500) Dollars, said sum to be paid upon execution and within five (5) business days of receipt of an executed original of this Agreement, and PATENT SOLUTIONS will demonstrate to WALLER within two (2) years from the execution of this agreement their licensing model used by PATENT SOLUTIONS to develop licensing programs for their clients.

1.7 PATENT SOLUTIONS shall cause, within ten (10) working days after the date of execution of this Agreement to be placed on PATENT SOLUTIONS' web site, accessible over the Internet by the Universal Resource Locator www.patentsolutions.com or www.patentsolutions.org, a link to a page in PATENT SOLUTIONS' web site that will instruct a viewer that WALLER, previously found at www.patentsolutions.org, can be located at an address to be provided by WALLER either as a physical address or a Universal Locator on the Internet. This link to the notice shall be placed no lower than the second page accessible by a visitor to PATENT SOLUTIONS' web site and shall be of such a size to allow a visitor that is attempting to access WALLER at the www.patentsolutions.org address on the Internet to recognize such. The notice shall be in place for a period not to exceed twelve (12) months from the date of execution of this agreement.

2. **Rights**

WALLER acknowledges PATENT SOLUTIONS' rights in the mark "Patent Solutions" upon execution of this Agreement.

3. **Remedies**

WALLER acknowledges that PATENT SOLUTIONS would be irreparably injured by any breach of this agreement and agrees that, in the event of any breach by WALLER, PATENT SOLUTIONS shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy that may be available to them in law or in equity.

4. **Arbitration**

Both Parties agree that any complaint will be resolved by binding arbitration using the following procedure:

4.1 Complainant will notify opposing Party according to section 6 of this Agreement and supply a written complaint to the opposing Party by e-mail and letter; THEN

4.2 Complainant will allow the opposing Party thirty (30) days from receipt of the written complaint to respond; THEN

4.3 Complainant will file the complaint with a WIPO or CPR recognized arbitrator; THEN

4.4 Complainant will receive a final decision by the arbitrator.

5. **Warranty**

Each party represents and warrants it has the full right and power to enter into this Agreement, and that the terms and conditions of this Agreement do not violate or conflict with any other agreement to which it is a party or is otherwise bound.

6. **Notices**

Any notices required by this Agreement shall be in writing, shall specifically refer to this Agreement and shall be sent by registered or certified airmail, postage prepaid, or by facsimile, telefax or cable, charges prepaid, or by overnight courier, postage prepaid. Notices may be sent by e-mail however proof of receipt by e-mail requires a return confirmation. Notices shall be forwarded to the representative addresses set forth below unless subsequently changed by written notice to the other Party:

For WALLER: David B. Waller
5677 Oberlin Drive, Suite 214
San Diego, CA 92121

For PATENT SOLUTIONS: Patent Solutions
Attn: Gerald Amen
5420 LBJ Freeway, Suite 660
Dallas, TX 75240

7. **General**

7.1 This AGREEMENT will inure to the benefit of, and be binding upon, the parties hereto, their successors, assigns, officers, directors, heirs, agents, subsidiaries, divisions and any related or affiliated persons or entities under their direction or control.

7.2 The failure or omission (intentional or otherwise) of any party to insist upon or enforce any terms or conditions of this Agreement shall not be deemed a waiver of such term or condition unless the waiver is set forth in writing and signed by the waiving party.

7.3 This Agreement constitutes the entire agreement between the parties and supersedes any other written or oral understandings. This Agreement may be modified only in writing signed by the parties.

7.4 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

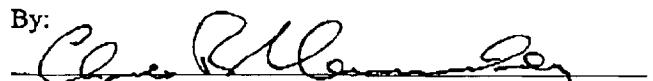
03/22/02 15:08 ☎

☑ 005/005

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

Dated: October ____, 2001

PATENT SOLUTIONS-GP LLC, the General Partner for
PATENT SOLUTIONS LP

By: 

Charles R. Neucnshwander
President

Dated: October 4, 2001

DAVID B. WALLER

By: 