

04-29-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/200) Tab settings



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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): E2G ROCK, INC.

4-3-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02092001

2. Name and address of receiving party(ies)

Name: OPENTABLE, INC.

Internal

Address:

Street Address: 2111 Mission St. #402

City: San Francisco State: CA Zip: 94110

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,040,302 and 1,991,505

Additional number(s) attached Yes No

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

Name: Jared W. Julian

Internal Address:

Street Address: 1000 Ballpark Way, Suite 300

City: Arlington State: TX Zip: 76011

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:

DO NOT USE THIS SPACE

9. Signature.

Jared W. Julian

Name of Person Signing

Signature

Date 03/25/2002

Total number of pages including cover sheet, attachments, and document: 4

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

04/16/2002 T9IAZ1 00000205 2040302

01 FC:481 02 FC:482

40.00 OP 25.00 OP

TRADEMARK REEL: 002494 FRAME: 0159

EXHIBIT D to ASSET PURCHASE AGREEMENT:
FORM OF BILL OF SALE

Under the Asset Purchase Agreement, dated January 31, 2001, the undersigned Ez2get.com, Inc. and E2G Rock, Inc., also known as Restaurant Solutions Group ("RSG"), (collectively, the "Seller"), for valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey, sell, assign, and transfer over to OpenTable, Inc. (the "Purchaser") all of Seller's right, title and interest in and to the following assets:

- (a) All software versions of ProHost and RSViP, all software for ProHost and RSViP products (including system components, administration and configuration products and utilities), all POS interfaces and other Internet developed interfaces related to ProHost and/or RSViP, including all documentation and source codes with respect to such software and licenses and leases of software to the extent they are legally transferable by Seller;
- (b) All inventory (whether sold or unsold) (the "Inventory");
- (c) All computer hardware and desktop software used by the employees hired by, or under contract to, RSG. The personal supplies of such employees are also included as is all other tangible personal property (other than the Inventory), including, without limitation, any of the foregoing which has been fully depreciated (collectively, the "Equipment");
- (d) All trade accounts receivable as of the close of business on January 31, 2001 (collectively, the "Accounts Receivable"). It is estimated that Accounts Receivable will total no less than \$150,000. Further, Seller agrees to turn over any and all payments received on these trade accounts to Purchaser at the Closing;
- (e) All contracts listed on Schedule ____, claims and rights (and benefits arising therefrom) with or against all persons whomsoever, including, without limitation, all original hardware and software maintenance agreements and licenses, all rights against suppliers under warranties covering any of the Inventory or Equipment;
- (f) All intellectual property rights, including, without limitation, patents and applications therefor, know-how, unpatented inventions, trade secrets, secret formulas, business and marketing plans, copyrights and applications therefor, trademarks and applications therefor, service marks and applications therefor, trade names and applications therefor, trade dress, the domain name

(www.rock-systems.com), owned by Seller, and names and slogans used by RSG, including, without limitation, RSG's trade name (Restaurant Solutions Group), and all goodwill associated with such intellectual property rights;

- (g) All customer lists, customer bills, customer records and information;
- (h) All books and records, including, without limitation, the Peachtree accounting system, any other copies of monthly accounting details of RSG's headquarter accounting system, and other technical papers, payroll, employee benefit, accounts receivable agings and payable, inventory, maintenance, and asset history records, ledgers, and books of original entry, all insurance records and OSHA and Environmental Protection Agency ("EPA") files;
- (i) All rights in connection with prepaid expenses with respect to the assets being sold hereunder;
- (j) All computer software, including all documentation and source codes with respect to such software and licenses and leases of software to the extent they are legally transferable by Seller;
- (k) All sales and promotional materials, catalogues and advertising literature; and
- (l) The right to continue using the office space of Seller occupied by RSG employees at no charge, for a period of three (3) months from the Closing Date, which shall include reasonable use of telephones, copiers, fax machines, and all other office equipment to allow for normal business activity.

Title to all properties specified as being conveyed and transferred shall become fully and completely conveyed and transferred to the above-named Purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on February 9, 2001.

Ez2get.com, Inc.

By:

Harry Cummings III, CEO

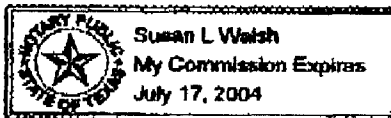
E2G Rock, Inc.

By:

Harry Cummings III, CEO

STATE OF TEXAS

County of Dallas



On February 9, 2001, Harry Cummings III, representing the Seller, appeared before me, and either being previously known to me or having proved to me on the basis of satisfactory evidence, has validly proven to be the person(s) who executed this instrument on behalf of Seller named herein.

Susan L Walsh

Notary Public