

04-29-2002

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



102070937

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):  
OPENTABLE, INC.

3-25-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 02252002

2. Name and address of receiving party(ies)

Name: BREAKAWAY INTERNATIONAL, INC.

Internal

Address:

Street Address: 803 Stadium Drive, 109

City: Arlington State: TX Zip: 76011

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State TEXAS
- 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

03252002

Date

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

04/26/2002 DBYRNE 00000130 2040302

01 FC:481  
02 FC:482

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

TRADEMARK  
REEL: 002494 FRAME: 0163

## BILL OF SALE

Under the Asset Purchase Agreement, dated February 25, 2002 (the "Agreement"), OpenTable, Inc., a Delaware corporation ("Seller") does hereby grant, convey, sell, assign and transfer over to Breakaway International, Inc., a Texas corporation ("Purchaser"), the following assets:

- (a) all software versions of ProHost and RSViP, all software for ProHost and RSViP products (including system components, variations, administration and configuration products and utilities), all POS interfaces to ProHost and/or RSViP and all variations thereof, 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, but specifically excluding the OpenTable RSViP Listener software developed by Seller;
- (b) the inventory and equipment used exclusively in connection with sale and operation of RSViP and ProHost (whether sold or unsold) (the "Inventory");
- (c) the trade accounts receivable (collectively, the "Accounts Receivable") pertaining to RSViP and ProHost that are delineated on Exhibit B to the Agreement;
- (d) all rights and benefits to which Seller is entitled under all original hardware and software maintenance agreements and licenses and all rights of Seller against suppliers under warranties covering any of the Inventory pertaining to RSViP and ProHost and all variations thereof;
- (e) all intellectual property rights associated with RSViP and ProHost, including, without limitation, copyrights, patents (if any), trademarks, service marks, trade names and applications for, and variations of, all of the foregoing, trade dress, and names and slogans used by Seller in connection with the Product Assets, including, without limitation, all goodwill associated with such intellectual property rights; provided, however, that Seller and Purchaser agree that Seller will retain the right to use any and all graphic and bitmap images used within the ProHost and RSViP products in future releases of Seller's product(s);

(1) The trademarks include, but are not limited to, the following:

- (i) ProHost seating management, Federal Registration No. 1,991,505, Registration Date: August 6, 1996;

(ii) RSViP Federal Registration No. 2,040,302,  
Registration Date: February 25, 1997;

(2) The copyrights include, but are not limited to, the  
following:

(i) ProHost table service management; ProHost seating  
management, Registration No. PA-786-875, Registration Date:  
February 6, 1996;

- (f) all customer lists, customer bills and customer records pertaining to RSViP and ProHost;
- (g) all books and records, including, without limitation, the Peachtree accounting computer (currently inoperable) with Peachtree accounting data stored intact, and other technical papers, accounts receivable agings and payable, inventory and maintenance information pertaining to RSViP and ProHost, if any; and
- (h) the domain names www.RSViP32.com and www.ProHost32.com.

To have and to hold it to Purchaser and Purchaser's successors and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the above described assets to Purchaser and Purchaser's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on February 25, 2002.

OpenTable, Inc.

By: [Signature]  
Name: BLAKE  
Title: V.P.

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

Before me 3-4-02, on this day personally appeared

DOUGLAS BLAKE known to me to be the person and corporate officer whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of OpenTable, Inc., a Delaware corporation, and that he/she

executed the instrument as the act of the corporation on behalf of the corporation for the purposes and consideration expressed, and in the capacity stated in the instrument.

Given under my hand and seal of office this 4<sup>th</sup> day of March, 2002.

[Signature]  
Notary Public in and for the  
State of California

My Commission Expires:  
4-10-05

E. O. KISH  
Commission # 1297207  
Notary Public - California  
San Francisco County  
My Comm. Expires Apr 10, 2005

