

05-17-2002

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REI 7



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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):

Laptop Lane, Ltd.

5110-02

- Individual(s) 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: Uecker & Associates, Inc.

Internal Address:

Address:

Street Address: 353 Sacramento St., Suite 1160

City: San Francisco State: CA Zip: 94111-3657

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 Assignment for the Benefit of Creditors

Execution Date: August 28, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,184,747

Additional number(s) attached Yes No

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

Name: Dwayne K. Goetzel

Internal Address:

Conley, Rose & Tayon, P.C.

Street Address: P.O. Box 398

City: Austin State: Texas Zip: 78767-0398

6. Total number of applications and registrations involved:

1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501505/5285-07900/DKG

(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.

Dwayne K. Goetzel

Name of Person Signing

Signature

April 24, 2002

Date

5

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

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

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TRADEMARK REEL: 002507 FRAME: 0216

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK EXAMINING OPERATION

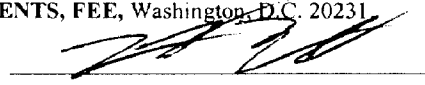
In re: §
§
Registration No.: 2,184,747 § International Class: 42
§
Date Issued: August 25, 1998 § Atty. Docket: 5285-07900/DKG
§
Date Filed: September 27, 1996 §
§
Mark: **LAPTOP LANE** §

CERTIFICATE OF EXPRESS MAIL
UNDER 37 C.F.R. § 1.10

“Express Mail” mailing label number: EL764297824US

DATE OF DEPOSIT: May 10, 2002

I hereby certify that this paper or fee is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” Service Under 37 C.F.R. § 1.10 on the date indicated above and is addressed to: Commissioner of Patents and Trademarks, **BOX ASSIGNMENTS, FEE**, Washington, D.C. 20231.


Derrick Brown

POWER OF ATTORNEY

Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
NO FEE
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

Wayport, Inc.(“Registrant”) hereby revokes all previous powers of attorney and appoints Dwayne K. Goetzel, Eric B. Meyertons, Jeff A. McDaniel, Kevin L. Daffer, Jeffrey C. Hood, Robert C. Kowert, Louise K. Miller, Robert P. Hough, Rory D. Rankin, David W. Quimby, Mark Lupkowski, Doug Shamah, Ryan Beard, Brenna Brock, David A. Rose, Jeffrey W. Tayon, and Michael F. Heim, each members of the bar of the State of Texas, and B. Noël Kivlin, member of the bar of the State of California, as its attorneys and attorney, with full power of substitution and

revocation, to prosecute this application, to make alterations and amendments, to transact all related business in the Patent and Trademark Office, to receive the Certificate of Registration, and to handle all matters in the Patent and Trademark Office in connection with any registration after issuance.

Please direct all communications concerning the registration to:

Dwayne K. Goetzcl
CONLEY, ROSE & TAYON, P.C.
P.O. Box 398
Austin, Texas 78767-0398
(512) 476-1400 (phone)
(512) 703-1250 (facsimile)

Please date-stamp and return the enclosed postcard to acknowledge receipt of this document.

Should any fees be required relating to this document, the Commissioner of Patent and Trademarks is authorized to deduct said fees from Conley, Rose & Tayon Deposit Account No. 501505/5285-07900/DKG.

WAYPORT, INC.

By: *[Signature]*
Title: *Chief Financial Officer*
Date: *8/1/02*

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

This Agreement (the "Agreement") and Assignment For the Benefit of Creditors (the "Assignment") is made effective August 28, 2001 (the "Effective Date"), by and between Laptop Lane Limited, a Washington corporation ("Assignor") and Uecker & Associates, Inc. ("Assignee").

RECITALS

1. Assignor has become indebted to various creditors in the course of operating its business.
2. Assignor desires to provide for the payment of those debts by a general assignment of all of Assignor's property to Assignee for the benefit of all of Assignor's creditors without any preference or priority, except priorities that are established and permitted by law.
3. The Board of Directors of Assignor, by action by unanimous written consent dated August 28, 2001, adopted a resolution authorizing Assignor's Vice President and Secretary to execute and deliver to Assignee this Assignment of all of the assets of the Assignor for the benefit of creditors.
4. The sole shareholder of Assignor has given its written consent to this Assignment by Assignor of all of its assets for the benefit of creditors.
5. Assignor's federal tax identification number is: 91-1740310
~~71-940310~~

ASSIGNMENT

1. In exchange for good and valid consideration including the covenants and agreements contained in this Assignment and the sum of \$1.00, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor hereby assigns, transfers and conveys to Assignee and its successor and assigns, in trust, as Assignee for the benefit of Assignor's creditors, all property of Assignor of every kind and wherever situated, both real and personal, now held by Assignor (the "Assignment Property") which Assignor is legally entitled to assign. The Assignment Property includes, without limitation, all right, title and interest of Assignee in, to and under all leases, subleases, license agreements, permits and concession agreements, including, without limitation, all security deposits posted thereunder, all of Assignee's right, title and interest in all accounts receivable and notes owing to Assignor, all cash in banks and on hand, all choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor. This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute powers of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise an/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

- 1 -

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2. Assignor shall deliver possession of the Assignment Property to Assignee immediately on the Effective Date. Assignee shall hold the Assignment Property in trust for the uses and purposes set forth in this Assignment. Assignee shall take possession of all Assignment Property, convert it into money with all reasonable diligence and in such manner as the Assignee in its sole discretion deems appropriate, and collect all debts and demands owing to and assigned to Assignee.

PAYMENT OF PROCEEDS

1. Out of the proceeds received by Assignee as set forth above, Assignee shall pay and discharge all claims in the following order:

(a) Reasonable expenses, costs and disbursements incurred or made in connection with the execution and administration of this Assignment, including fees, salary and compensation paid by Assignee to its employees, agents and/or attorneys.

(b) Claims entitled to preference under state or federal law;

(c) Such debts of the Assignor as are secured by the Assignment Property;

(d) The claims in full of all of Assignor's other creditors, provided, however, that if there are insufficient funds with which to pay all such creditors in full, Assignee shall pay the claims of such creditors pro rata; and

(e) If there are proceeds remaining after the payments described above, Assignee shall return to Assignor or to its successors or assigns any remaining proceeds or any unliquidated Assignment Property.

POWERS OF ASSIGNEE

1. In order fully to effectuate this Assignment and the trust created under it, Assignor irrevocably appoints Assignee attorney-in-fact, with power of substitution and revocation, and with complete authority to do anything necessary to carry out the terms of this Assignment and the trusts created by it, including: the authority to demand and to receive from any person all property, debts and demands belonging and owing to Assignor, and to give acquittances and discharges for the foregoing; to sue for, to prosecute, to defend and to interplead on account of all of the foregoing property, debts and demands; to take any reasonable actions to preserve and protect all real and personal property assigned to the Assignee hereunder; to sign and to endorse the name of the Assignor on any check, draft, note or other instrument for the payment of money, and upon any instrument necessary to effectuate the purposes of the Assignment and trusts created by it; and to execute, to acknowledge and to deliver all deeds, instruments and conveyances, receipts and releases necessary or proper for the execution of the trust created by this Assignment; to review, maintain and obtain such insurance covering the Assignment Property as Assignee determines in its sole discretion is appropriate; and to direct the United States Postal Department and/or a private mail handling service to forward all of the Assignor's mail as Assignee shall determine to be appropriate. Assignor shall execute and deliver any instruments requested by Assignee that are requested by Assignee as reasonably necessary to carry out the intent and terms of this Assignment and Agreement.

- 2 -

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2. Assignee is authorized to obtain a federal and State tax identification number separate and distinct from those of Assignor, as appropriate.

3. Notwithstanding any provisions set forth herein, Assignor shall remain and be solely responsible for all corporate duties and obligations, including but not limited to (i) the preparation and filing of any tax returns (ii) any dissolution, termination or winding down of Assignor or its business and (iii) the maintenance and storage of all corporate records relating to Assignor except records relating to claims submitted to Assignor for payment.

COMPENSATION OF ASSIGNEE

1. Assignor delivers to Assignee herewith the sum of _____ DOLLARS (\$20,000.-) in good and immediate funds. Said funds are transferred to Assignee not for the benefit of Assignor's creditors, but rather as an initial deposit on account of fees and costs that will be earned and incurred by Assignee and counsel for Assignee in connection with this Assignment and Agreement. Assignee will deposit said funds in its trust account, and is authorized to draw from said deposit Assignee's fees and costs as they are earned or incurred.

2. Assignee shall be paid its compensation and reimbursed its costs (i) from the deposit described above, and (ii) after the exhaustion of said deposit, from the Assignment Property.

3. Assignee shall seek compensation at its regular hourly rates charged for work performed and services delivered in connection with this Assignment and Agreement. A schedule setting forth Assignee's regular hourly rates is attached hereto as Exhibit A. These hourly rates are subject to periodic review and modification. Assignee shall be reimbursed for all costs reasonably incurred by Assignee in connection with work performed and services delivered in connection with this Assignment and Agreement. Assignee shall produce invoices for Assignee's services and expenses incurred and shall immediately pay such invoices, with copies of invoices to be sent to Assignor for its information and records.

MISCELLANEOUS

1. Assignee is authorized to employ counsel of its choice to represent Assignee in discharging its responsibilities as Assignee hereunder, and to compensate and to reimburse said counsel from the Assigned Property.

2. Any contract, liability or obligation made by Assignee in connection with the administration of this Assignment or this Agreement shall not personally bind Assignee or any of its officers, agents or employees but shall obligate Assignee solely in its capacity as Assignee, whether or not the contract, liability or obligation specifically so provides.

3. This Assignment and Agreement shall be construed in conformance with the laws of the State of California.

4. The Assignor understands that pursuant to California Code of Civil Procedure Section 1802(c) the Assignor shall provide the Assignee at the time of making the assignment a

list of lessors, sublessors, concessionors, creditors, equity holders and any other parties in interest, which shall include the names, addresses, city, state, zip code for each creditor with an amount of the claim in the assignment proceedings. The schedule is to be signed under penalty of perjury by the Assignor.

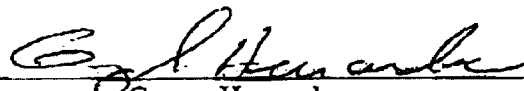
5. The Assignor will provide a list of all accounts receivable along with name, address, city, state, zip code and amount owed along with copies of all necessary backup documentation for the receivable. The schedule is to be signed under penalty of perjury by the Assignor.

6. Both Assignor and Assignee have had the opportunity to review this Assignment and Agreement with counsel, and so neither Assignor nor Assignee shall be deemed the drafting party for the purpose of construing any ambiguity herein.

7. This Assignment and Agreement may be signed in counterparts.

8. Assignor waives the right to require Assignee to post a performance bond.

LAPTOP LANE LIMITED,
a Delaware corporation

By: 
George Hernandez
Vice President and Secretary

Address: 3605 132nd Ave. S.
Bellvue, WA 98006

ACCEPTANCE BY ASSIGNEE

1. Assignee accepts the trusts created by this Agreement and covenants with Assignor that Assignee shall faithfully and properly carry out the terms of the trust.

UECKER & ASSOCIATES, INC.

By: 
Susan L. Uecker, President