



**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS, dated March 29, 2002, is entered into by DoBox, Inc., a Delaware corporation (the "Assignor"), for the benefit of Netopia, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of March 29, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in and to those trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor, which are a part of the Purchased Assets (collectively the "Marks"), including without limitation those set forth on Exhibit A attached hereto;

NOW, THEREFORE, in consideration of entering into the Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and other legal representatives, all right, title and interest worldwide, including common law rights, in and to the Marks, including without limitation the U.S. Registration, together with the goodwill symbolized thereby and the goodwill of the business in connection with which the Marks are used, and further including all claims for damages by reason of past infringement of the Marks, with the right to sue for and collect the same for Assignee's own use and benefit.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.

Notwithstanding any provision of this Assignment to the contrary, Assignor makes no representation or warranty with respect to the Marks except for the representations and warranties expressly set forth in the Agreement, and Assignor hereby expressly disclaims any warranty not so set forth therein. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control.

**[THE REST OF THE PAGE IS INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed, by its duly authorized corporate officer effective this 29 day of March, 2002.

DOBOX, INC.

By: Nicole Torney Davis  
Name: Nicole Torney Davis  
Title: President i CEO

This Assignment of Trademarks acknowledged and agreed to by:

NETOPIA, INC.

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 2002

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed, by its duly authorized corporate officer effective this \_\_\_ day of March, 2002.

DOBOX, INC.

By: \_\_\_\_\_  
Name:  
Title:

This Assignment of Trademarks acknowledged and agreed to by:  
NETOPLA, INC.

By: *[Signature]*  
Name: ALAN B. LEFKOP  
Title: President & CEO

Date: 3/29, 2002

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

**Exhibit A**

**Trademark Registrations and Pending Applications**

<u>COUNTRY</u>	<u>MARK</u>	<u>FILING DATE</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>	<u>CLASS</u>
USA	FAMILY FIREWALL	06/21/1999	75/877414	01/15/2002	2530898	009
USA	DOBOX	03/29/2000	76/012240			009
EC	FAMILY FIREWALL	06/21/2000	001717776	11/19/2001	001717776	009
EC	DOBOX	09/28/2000	001878321			009
CA	FAMILY FIREWALL	06/20/2000	1063956			009
CA	DOBOX	09/28/2000	1076673			009

**Common Law Trademarks**

Smart Firewall™  
 SecureChannel™  
 School Wall™  
 School Safe™