

07-19-2002



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102160653 SHEET TRADEMARKS ONLY

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): NQL, Inc. 7-9-02 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: WhiteShark Technologies, LLC Internal Address: JUL 9 2002 Street Address: 400 E. 13th Street City: Vancouver State: WA Zip: 98660 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company 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 Execution Date: July 9, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/258387 B. Trademark Registration No.(s) 2383926 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael A. Cohen Internal Address: Schwabe Williamson & Wyatt Suites 1600-1900 Street Address: 1211 SW Fifth Avenue City: Portland State: OR Zip: 97204

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 80 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 500393

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9. Signature. 07/18/2002 BYRNE 00000219 500393 76258387 40.00 CH 25.00 CR Michael A. Cohen Signature July 9, 2002 Date Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 2545 FRAME: 0738

SUPPLEMENTAL AGREEMENT AND ASSIGNMENT OF IP ASSETS

This Supplemental Agreement and Assignment of IP Assets ("Supplemental Agreement") dated July 9, 2002, is entered into by and between WhiteShark Technologies, LLC ("WS") and NQL Inc., debtor and debtor-in-possession, ("NQL"), and is made pursuant to and subject to the terms and conditions of the Asset Sale Agreement dated February 12, 2002, as amended, between WS and NQL.

Recitals

WHEREAS, pursuant to the Asset Sale Agreement and the Order of the United States Bankruptcy Court, District of New Jersey, in Case No. 02-31661 approving the Asset Sale Agreement, WS is purchasing from NQL the "Sold Assets" identified in the Asset Sale Agreement as amended;

WHEREAS, under the Asset Sale Agreement, as amended, title to the Sold Assets does not transfer to WS until the "Closing Date" and the "Final Payment" is made, as those terms are defined in the Asset Sale Agreement as amended;

WHEREAS, the Sold Assets identified in the Asset Sale Agreement as amended include certain intellectual property assets, including trademarks (together with the priority of use and the goodwill of the business associated with such trademarks), patent applications (together with the claimed priority rights) and Internet domain names ("IP Assets") requiring immediate maintenance, payment of fees, submission of documents and other action in order to preserve and perfect such assets;

WHEREAS, as a result of its bankruptcy, NQL is no longer taking any action with respect to the IP Assets and the IP Assets are in jeopardy of being lost or abandoned, which would render the IP Assets essentially valueless to WS;

WHEREAS, pursuant to paragraphs 5-7 and 18 of the Bankruptcy Court's Order and paragraph 8.2 of the Asset Sale Agreement, WS and NQL desire to enter into this Supplemental Agreement, whereby NQL conditionally assigns all right, title and interest in the IP Assets to WS to enable WS to perfect and preserve the current status of the IP Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Agreement

1. Assignment of IP Assets

- 1.1 IP Assets include and are expressly limited to those trademarks (together with the priority of use and the goodwill of the business associated with such trademarks), patent applications (together with the claimed priority rights) and Internet domain names specifically identified in Schedule A to this Supplemental Agreement.

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1.2 NQL hereby assigns all right, title and interest in the IP Assets to WS for the limited purpose of permitting WS to take whatever action WS deems necessary to preserve and perfect the current status of the IP Assets.

1.3 NQL agrees to expeditiously execute any documentation reasonably necessary to effectuate this assignment to enable WS to preserve and protect the IP Assets, including documents to be filed with the United States Patent & Trademark Office and any and all domain name registrars, all of which documents will be prepared by WS at its sole cost and expense, and provided that NQL shall have no liability to WS or any other entity in the event that NQL reasonably fails to, or reasonably declines to, execute any such documents.

2. Revocation of Assignment of IP Assets

2.1 WS hereby acknowledges and agrees that the assignment effected by this Supplemental Agreement is temporary. Should WS fail to make the Final Payment by the Closing Date, all right, title and interest in the IP Assets assigned under this Supplemental Agreement shall immediately revert back to NQL. WS agrees, at its sole cost and expense, to expeditiously execute any documentation reasonably necessary to effectuate the transfer of the IP Assets back to NQL if the Final Payment is not made by the Closing Date. In the event that WS fails to transfer the IP Assets back to NQL and NQL is required to seek to compel WS to transfer the IP Assets back to NQL, WS agrees to pay, and shall be liable for, all of NQL's costs and expenses, including attorneys' fees, in connection therewith.

2.2 As of the date of this Supplemental Agreement continuing through the Closing Date, WS agrees to, at its expense, diligently pursue and take all steps reasonably necessary to preserve and perfect the IP Assets. WS further agrees that it will not assign or transfer any right, title and interest to any of the IP Assets to any person or entity until after the Closing Date.

2.3 WS agrees not to seek reimbursement from NQL for any of the costs associated with or incurred in preserving and perfecting the IP Assets.

3. Miscellaneous Terms and Conditions

3.1 The parties hereby incorporate into this Supplemental Agreement all terms and conditions of the Asset Sale Agreement as amended, which are not inconsistent with the this Supplemental Agreement. Except as set forth herein, all terms and conditions of the Asset Sale Agreement as amended shall remain in full force and effect.

3.2 This Supplemental Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

This Supplemental Agreement was executed by the parties on the dates set forth above.

WHITESHARK TECHNOLOGIES LLC,

By: 

Lonnie Willis, President of E-Botz Inc.,
Member
400 E. 13th Street
Vancouver, WA 98660

NOL INC.

By: 

Matthew Harrison, Chairman and
Authorized Representative
900 Huyler Street
Teterboro, NJ 07608

Schedule A

IP ASSETS

1. Trade Marks (Issued or Pending with United States Patent and Trademark Office)

NQL

a. NQL (*stylized*)

Serial Number: 76/258387

File date: May 16, 2001

b. NQL (word mark)

Registration Number: 2383926

Filing Date: July 24, 1998

2. Foreign Trade Marks

a. NQL CONTENT ANYWHERE

Where: European Community

Serial Number: 002183036

File date: Oct. 6, 2000

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TOTAL P. 05