

08-19-2002

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Attorney Docket No. 18964-2

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

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): David Kearney 8-19-02 x Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other Additional name(s) of conveying parties attached? [] Yes x No

2. Name and address of receiving party(ies) Name: Boomerang.com Inc. Internal Address: Street Address: 2450 Embarcadero Way City: Palo Alto State: California ZIP: 94303 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership x Corporation-State: California [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: x Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: July 22, 2002

4. Application Number(s) or Registration Number(s). A. Trademark Application No(s): B. Trademark Registration No(s): 1,731,670 Additional numbers attached? [] Yes x No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John A. Hughes, Esq. TOWNSEND AND TOWNSEND AND CREW LLP Two Embarcadero Center, 8th Floor San Francisco, California 94111-3834 (415) 576-0200 08/20/2002 6TON11 00000063 201430 1731670 01 FC:481 40.00 CH

6. Total number of applications and registrations involved1 7. Total fee (37 CFR 3.41): \$40.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 20-1430 (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 is true and correct and any attached copy is a true copy of the original document. John A. Hughes Name of Person Signing Signature Date 8/19/02 Total number of pages including cover sheet, attachments and document: 3

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

TRADEMARK REEL: 2564 FRAME: 0642

TRADEMARK ASSIGNMENT

This ASSIGNMENT shall be effective as of the date set opposite the signature hereinbelow. The assignment made by this instrument is from David Kearney, an individual with a business address of 2450 Embarcadero Way, Palo Alto, California 94303 (hereinafter "Assignor"), to Boomerang.com Inc., a California corporation whose principal place of business is 2450 Embarcadero Way, Palo Alto, California 94303 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the mark **BOOMERANG** (including trademark, service mark, trade name, slogans, logos and trade dress that include such mark - collectively, "the Mark"), and the United States registration therefor, Registration No. 1,731,670; and,

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Mark, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Mark"); and,

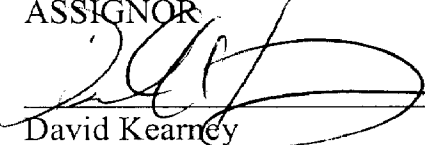
WHEREAS, Assignor desires to assign to Assignee All Rights in the Mark (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Mark, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Mark, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

Dated: 7-22, 2002

ASSIGNOR

David Kearney (signed)

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