

09-20-2002



CORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

102228140

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

1. Name of conveying party(ies):

LICENSE ONLINE, INC.

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

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

2. Name and address of receiving party(ies)

Name: EC LAND.COM

Internal

Address:

Street Address: 3797 Spinnaker Court

City: Fremont State: CA Zip: 94538

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 5/1/02

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

A. Trademark Application No.(s)

B. Trademark Registration No. (s) 2,464,738;  
2,557,822

Additional number(s) attached  Yes  No

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

Name: Joi A. White

Internal Address:

Street Address: 2225 E. Bayshore Rd., Ste. 200

City: Palo Alto State: CA Zip: 94303

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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2002 SEP 17 AM 11:06  
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

09/19/2002 DBYRNE 00000034 2464738

01 FC:481  
02 FC:482

Joi A. White

Name of Person Signing

40.00 OP  
25.00 OP

Signature

September 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK  
REEL: 002585 FRAME: 0276

**BILL OF SALE AND ASSIGNMENT  
(Proprietary Rights)**

THIS BILL OF SALE (this "*Bill of Sale*") is entered into as of May 1, 2002, by and between EC LAND.COM, a California corporation ("*Purchaser*"), and LICENSE ONLINE, INC., a Washington corporation (the "*Seller*").

**RECITAL**

A. Upon the terms and conditions set forth in that certain Asset Purchase Agreement, dated as of April 16, 2002, by and between Purchaser (as the assignee of SYNEX Information Technologies, Inc.) and the Seller (the "*Agreement*"), the Seller has agreed to transfer and deliver to Purchaser, and Purchaser has agreed to acquire and accept from the Seller, the Assets (as defined below).

B. Pursuant to that certain Order under 11 U.S.C. §§ 105(a), 363, 365, and 1146(c), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014, (i) Approving Sale of Substantially All of Debtor's Assets and Business Free and Clear of Liens, Claims, Interests and Encumbrances; (ii) Approving Assumption and Assignment of Contracts and Unexpired Leases; and (iii) Approving Payment of Brokerage Fee (the "*Order*"), approved by Court on April 26, 2002, the Court ordered that the Seller is authorized to enter into and execute the Agreement and pursuant thereto, to sell and transfer certain assets to Purchaser to vest Purchaser with all right, title and interest of the Seller in and to the Assets (as defined below) free and clear of Claims and Interests (as such terms are defined in the Order);

NOW, THEREFORE, pursuant to the Agreement approved by the Order of the Court, the parties provide and agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. **Transfer of Proprietary Rights.** The Seller hereby irrevocably sells, conveys, grants, assigns, transfers and delivers to Purchaser and its successors and assigns all of the Seller's right, title and interest in, to and under any and all intellectual property and related rights included in the Seller's bankruptcy estate, wherever located, free and clear of any and all Claims and Interests pursuant to, and with all the protection afforded by, the Order of the Court, the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, including without limiting the generality of the foregoing (but excluding the Excluded Assets) all right, title and interest to any and all of the following (defined herein and in the Agreement, collectively, as the "*Proprietary Rights*"): trademarks, trademark rights, service marks, service mark rights, copyrights (and, with respect to any assignment of any and all copyrights hereunder, any and all rights of paternity, integrity, disclosure and withdrawal and any and all other rights that may be known as or referred to as "moral rights" (collectively, "*Moral Rights*")), trade names, trade name rights, fictitious business names, works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models and certificates of invention, designs, emblems and logos, trade secrets and other confidential information, manufacturing formulae, technical information, patents, patent applications, and any and all

registrations, divisions, substitutions, continuations, continuation-in-part, reexaminations, renewals, reissues, extensions and foreign counterparts of all of the patents and patent applications, mask work registrations, franchises, franchise rights, customer and supplier lists together with the goodwill associated therewith, product designs, product packaging, business and product names, logos, slogans, rights of publicity, improvements, processes, formulae, processes, specifications, technology, methodologies, computer software (including all source code and object code), firmware, development tools, flow charts, annotations, all Web addresses, sites and domain names, all data bases and data collections and all rights therein, any other confidential and proprietary right or information, whether or not subject to statutory registration, and all related technical information, manufacturing, engineering and technical drawings, and know-how, and all claims of the Seller known and unknown, past, present and future, against any third party relating to any of the foregoing, including without limitation, the right to sue for past infringement, if any, in connection with any of the foregoing, and all documents, disks, records, files and other media on which any of the foregoing is stored, and other proprietary rights, including without limitation the principle or "core" Proprietary Rights used in the conduct of Seller's business listed on Schedule 1.1(v) of the Agreement, a copy of which is attached hereto as Exhibit A; provided that to the extent that Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, the Seller hereby (A) waives and agrees not to assert such Moral Rights, (B) agrees to consent to any action of Purchaser that would violate such Moral Rights in the absence of such consent, and (C) agrees to confirm any such waivers and consents from time to time as requested by Purchaser.

3. **Evidence of Proprietary Rights.** As between Purchaser and the Seller, Purchaser shall have the sole and exclusive right (but not the obligation) to: (i) file for, prosecute, own and maintain in its own name all patent, trademark and copyright applications and registrations and other evidences of ownership in and to the Proprietary Rights; (ii) issue any notice or bring any action, claim, suit or proceeding with respect to any infringement, violation or misappropriation of the Proprietary Rights; and (iii) answer, defend and respond to any declaratory judgment or other such action or claim with respect to the ownership, validity or non-infringement of the Proprietary Rights.

4. **Purchaser's Duties.** Notwithstanding any provision contained in this IP Bill of Sale, Purchaser shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Seller or any other person for any failure to do so or delay in doing so.

5. **Representations and Warranties.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT, NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE TITLE, MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE ASSETS. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, IT IS THE EXPRESS INTENTION OF THE SELLER AND PURCHASER THAT THE ASSETS SHALL BE CONVEYED AND TRANSFERRED TO

PURCHASER IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS", "WHERE IS," AND "WITH ALL FAULTS."

6. **Further Assurances.** At any time or from time to time after the date hereof, at Purchaser's request and without further consideration, the Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably request in order to more effectively transfer, convey and assign to Purchaser, and to confirm and perfect the foregoing assignment and Purchaser's right, title and interest in, to and under all of the Proprietary Rights, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Proprietary Rights and to assist Purchaser in exercising all rights with respect thereto, and otherwise cause the Seller to fulfill its obligations under the Agreement and this IP Bill of Sale.

7. **Counterparts.** This IP Bill of Sale may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

8. **Governing Law.** This IP Bill of Sale is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties.

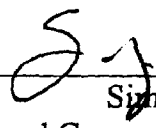
9. **Assignment; Binding Effect; Benefit.** Neither this IP Bill of Sale nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto. Subject to the preceding sentence, this IP Bill of Sale shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Notwithstanding anything contained in this IP Bill of Sale to the contrary, nothing in this IP Bill of Sale, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns any rights or remedies under or by reason of this IP Bill of Sale.

10. **Precedence.** If any provision of this IP Bill of Sale is construed to conflict with a provision of the Agreement, the provision in the Agreement shall be considered controlling.

*[remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Bill of Sale to be executed and delivered as of the date first written above.

**EC LAND.COM**

By:  \_\_\_\_\_  
Simon Y. Leung  
General Counsel and Corporate Secretary

**LICENSE ONLINE, INC.**

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

IN WITNESS WHEREOF, the parties hereto have caused this IP Bill of Sale to be executed and delivered as of the date first written above.

**EC LAND.COM**

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

**LICENSE ONLINE, INC.**

By: David W. Parker  
Name: DAVID W. PARKER  
Title: PRES + CEO