

10-9-02



102268584

U.S. DEPARTMENT OF COMMERCE

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):  
Exodus Communications, Inc.

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: September 25, 2001

2. Name and address of receiving party(ies):  
Name: Lab Acquisition Corporation

Internal Address: 385 South 520 West  
City: Lindon State: UT Zip: 84042

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State of Utah  
 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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) B. Trademark registration No.(s) 76/259,943; 76/259,939; 1,978,062

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Preston C. Regehr  
Internal Address: PARSONS BEHLE & LATIMER  
Street Address: 201 South Main Street, Suite 1800  
City: Salt Lake City State: Utah Zip: 84111

6. Total number of applications and registrations involved: ..... 3

7. Total Fee (37 CFR 3.41): ..... \$90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0581

(Attach duplicate copy of this page if paying by deposit account)

11/01/2002 LMJELLER 00000018 500581 76259943

01 FC:8521 40.00 CH  
02 FC:8522 50.00 CH  
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.*

Preston C. Regehr                      [Signature]                      Oct 7/02  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 2

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated September 25, 2001, is entered into by Exodus Communications, Inc., a Delaware corporation (the "*Assignor*") for the benefit of Lab Acquisition Corporation, a Utah corporation ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of September 25, 2001 (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;

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 therefore which are a part of the 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 rights, title and interests worldwide, including common law rights, in and to the Marks, including without limitation all registrations for the Marks that have issued in the United States and foreign jurisdictions, all applications to register the Marks in the United States and foreign jurisdictions, and with respect to those U.S. applications filed under Section 1(b) of the Trademark Act, that portion of the business to which the Marks pertain, and all rights of priority therein and all other rights which are incident to trademark ownership recognized or arising under judicial or statutory law or other legal authority of the United States or any other country in the world, or any treaty to which any of the foregoing countries is a party, 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, Assignors will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.

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19575/00206/DOCS/1269408.4

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed, by its duly authorized corporate officer effective this 25<sup>th</sup> day of September, 2001.

EXODUS COMMUNICATIONS, INC.

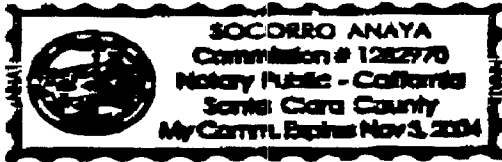
By: [Signature]  
Name: DAN COOK  
Title: Corporate Counsel

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

On this 25<sup>th</sup> day of Sept., 2001, before me, a Notary Public in and for said State, SOCORRO ANAYA, personally appeared DAN COOK personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

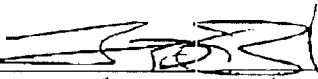
WITNESS, my hand and official seal.

[Signature]  
Notary Public



This Assignment of Trademarks acknowledged and agreed to by:

**LAB ACQUISITION CORPORATION**

By:   
 Name: ED BUSH  
 Title: CEO

Date: September 25, 2001

Exhibit A

TRADEMARKS

BugNet™  
Bug.Net™



TRADEMARK APPLICATIONS and REGISTRATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>FILING/ ISSUE DATE</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>CLASS(ES)</u>
US Patent and Trademark Office	Bug.Net™		Serial No. 76/259,943	
US Patent and Trademark Office	BugNet™		Serial No. 76/259,939, 1978062	
U.S. Trademark Application	WE PUT THE X IN LINUX		Serial No. 75/735,625.	

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