

11/4/02  
1-31-92

11-05-2002



BOX ASSIGNMENTS

T Patent and Trademark Office  
Attorney Docket No: 451404.002  
documents or copy thereof.

To the Honorable Commissioner for T.

102272599

<p>1. Name of conveying party(ies): DOCUTOUCH CORPORATION</p> <p><input type="checkbox"/> Individuals                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State of Washington  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>NETUPDATE, INC.</u> Address: <u>6675 186<sup>th</sup> Avenue NE, Suite 200</u> City: <u>Redmond</u> State: <u>WA</u> ZIP: <u>98052</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association State of _____  <input type="checkbox"/> General Partnership State of _____  <input type="checkbox"/> Limited Partnership State of _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Washington</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designation must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Re-File Assignment Recordation Earlier Rejected</u></p> <p>Execution date: <u>August 24, 2001</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application Nos. <b>See Attached EXHIBIT B</b> B. Trademark Registration No(s). _____</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed.</p> <p style="text-align: center;">Glenn P. Rickards Attorney for Applicant DORSEY &amp; WHITNEY LLP 1420 Fifth Avenue, Suite 3400 Seattle, Washington 98101 Tel: (206) 903-8800 Fax: (206) 903-8820</p>	<p>6. Total number of applications and registrations involved: <u>13</u></p> <p>7. Total fee (37 CFR 3.41): ..... \$ <u>50</u> Check No. 11880 in the amount of \$340 was submitted on January 4, 2002 with original Assignment Recordation.</p> <p>8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 50-1266.</p>

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.*

Glenn P. Rickards                      Glenn Rickards                      10/28/02  
Name of Attorney                      Signature                      Date  
Direct Dial (206) 903-8863                      Total number of pages including cover sheet, attachments and document: 7

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: Director of Parents and Trademarks, Washington, D.C. 20231, on October 28, 2002  
Date: October 28, 2002                      Heather Rickards



To the Honorable Commissioner for Trade

101991271

ments or copy thereof.

1. Name of conveying party(ies):

DOCUTOUCH CORPORATION

- Individuals  Association
- General Partnership  Limited Partnership
- Corporation- State of Washington
- Other \_\_\_\_\_

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

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

Name: NETUPDATE, INC.  
Address: 6675 186<sup>th</sup> Avenue NE, Suite 200  
City: Redmond State: WA ZIP: 98052

- Individual(s) citizenship \_\_\_\_\_
- Association State of \_\_\_\_\_
- General Partnership State of \_\_\_\_\_
- Limited Partnership State of \_\_\_\_\_

Corporation-State Washington

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:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution date: \_\_\_\_\_

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

A. Trademark Application Nos. **See Attached EXHIBIT B**

B. Trademark Registration No(s).

Additional numbers attached?  Yes  No

75890539

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

Glenn P. Rickards  
Attorney for Applicant  
DORSEY & WHITNEY LLP  
1420 Fifth Avenue, Suite 3400  
Seattle, Washington 98101  
Tel: (206) 903-8800  
Fax: (206) 903-8820

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): .....\$ 340

Check No. 11880 in the amount of \$340 is enclosed.

8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 50-1266.

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.

Glenn P. Rickards

Name of Attorney  
Direct Dial (206) 903-8863

1/3/02

Signature

Date

Total number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: Director of Patents and Trademarks, Washington, D.C. 20231, on \_\_\_\_\_

Date: January 4, 2002

02/22/2002 DBYRME 00000276 75890539

01 FC:481 40.00 DP  
02 FC:482 300.00 DP  
ASSIGNMENT RECORDATION COVER (TM)

**EXHIBIT B**

**Trademarks**

**TRADEMARKS — UNITED STATES**

Mark	Date Filed	Serial No.	Class(es)	Status	Reference
DOCUSIGN	1/10/00	75/890539	9	Published for opposition 6/5/01	ASTS-2-1009
DOCUTOUCH	9/20/99	75/803907	35, 39, 41 & 42	Statement of Use Filed 7/9/01	ASTS-2-1001
MISCELLANEOUS DESIGN	9/20/99	75/803909	35, 39, 41 & 42	Notice of Allowance 3/20/01 Statement of User due 9/20/01	ASTS-2-1003
SIDEX	9/20/99	75/803908	35, 39, 41 & 42	Notice of Allowance 4/17/01 Statement of Use due 10/17/01	ASTS-2-1002
ASTUS	2/17/99	75/638335	38 & 42	Notice of Abandonment 2/20/01 Deadline to file Petition to Revive 4/20/01	ASTS-2-1004
ASTUS LAW	2/17/99	75/638337	38 & 42	Notice of Abandonment 2/20/01 Deadline to file Petition to Revive 4/20/01	ASTS-2-1005
ASTUS NET	2/17/99	75/638339	38 & 42	Notice of Abandonment 2/20/01 Deadline to file Petition to Revive 4/20/01	ASTS-2-1006
DOCUCOM	11/10/00	76/163339	42	Office Action mailed 5/4/01 Response deadline 11/4/01	ASTS-2-1011
DOCUPDA	11/10/00	76/163340	9 & 42	Office Action mailed 5/4/01 Response deadline 11/4/01	ASTS-2-1013
DOCUPHONE	11/10/00	76/163349	9 & 42	Office Action mailed 5/4/01 Response deadline 11/4/01	ASTS-2-1012
INTERACT WITH CONFIDENCE	7/17/00	76/091147	42	Office Action mailed 1/18/01 Response deadline 7/18/01	ASTS-2-1010
SECURE PRINT & DELIVER	2/18/00	75/940102	42	Office Action mailed 2/14/01 Response deadline 8/14/01	ASTS-2-1007
SIGNED SEALED DELIVERED ONLINE	3/23/00	78/000648	42	Notice of Abandonment 4/3/01 Deadline to file Petition to Revive 6/3/01	ASTS-2-1008

## INTELLECTUAL PROPERTY ASSIGNMENT

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, DOCUTOUCH CORPORATION, a Washington corporation ("Assignor"), hereby sells, assigns and transfers to NETUPDATE, INC., a Washington corporation ("Assignee"), pursuant to the terms of that certain Agreement and Plan of Reorganization between Assignor and Assignee, dated August 17, 2001, all of its right, title and interest in and to:

### Patents

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to the patents and patent applications listed in Schedule A ("Patents") together with the inventions pertaining thereto, and in and to any divisions, continuations, continuations-in-part, reissues and extensions of said Patents, and the right to sue and recover damages and profits for third-party infringements, past, present and future, if any, right to take over and continue any and all existing suits. Assignor further assigns all of its entire rights under international conventions for the protection of intellectual property, and all other rights vested in Assignee by virtue of instruments of assignment and/or by virtue of other instruments or acts pursuant to which Assignor became vested with said ownership, including the right, title, and each and every letters patent, both foreign and domestic, which are granted on any application which is a division, substitution, or continuation of the Patents, and in and to each and every reissue or extension of the Patents, all to own, possess and enjoy to the same extent as Assignor might have had this assignment not been made, and with the full right to claim priority, both domestic and foreign, and to apply for and obtain patents and patent applications and like rights in the U.S. and abroad.

### Trademarks

Assignor hereby assigns unto the Assignee its entire right, title and interest in and to the trade names, trademarks and trademark applications, and service marks and service mark applications set forth and more particularly described on Schedule B ("Trademarks"), all to own, possess and enjoy to the same extent as Assignor might have had this assignment not been made, together with the goodwill of the business symbolized by the Trademark and the right to sue and recover damages and profits for third-party infringements, past, present and future, if any, right to take over and continue any and all existing suits. Assignor declares that Assignee is the successor to that part of Assignor's business to which the Trademarks pertain.

### Copyrights

Assignor hereby assigns to Assignee all worldwide right, title and interest in and to the copyright and the copyright applications for the works listed in Schedule C ("Copyrights"), all to own, possess and enjoy to the same extent as Assignor might have had this assignment not been made, including, without limitation, the right to sue and recover damages and profits for third-party infringements, past, present and future, if any, and to take over and conduct and prosecute any

pending suits for the same, to file for and prosecute applications for copyright registration in the U.S. and abroad, and to otherwise enjoy and benefit from said copyrights to the same extent that Assignor.

Assignor agrees to cooperate hereafter with Assignee at Assignee's expense, as may be reasonably requested by Assignee, to secure and perfect the transfer of right, title, and interest contemplated by this Assignment and to protect and maintain the Patents, Trademarks and Copyrights, in the U.S. and abroad, including, without limitation, by promptly executing and delivering all documents and taking all actions reasonably requested by Assignee. In the event that Assignor is unavailable or unable or unwilling to execute any such documents or do any such things, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to execute such documents and take such actions in the name of Assignor.

This Assignment shall inure to the benefit of Assignee and its successors and assigns. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Dated:

ASSIGNOR:

DOCUTOUCH CORPORATION,  
a Washington corporation

By: Alan M. Davis  
Name: ALAN M. DAVIS  
Title: CEO

STATE OF WASHINGTON )

COUNTY OF King )

ss.

On this 24<sup>th</sup> day of August, 2001, before me appeared Alan M. Davis, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of DOCUTOUCH CORPORATION, with authority to do so.



Heather J. Engel  
Notary Public  
Printed Name: Heather J. Engel  
My commission expires: April 29, 2004