

11-06-2002

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

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

102273261

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

1. Name of conveying party(ies): Go2 Systems, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: UDS Directory Corp. Internal Address: Street Address: 18400 Von Karman, Suite 320 City: Irvine State: CA Zip: 92612 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be 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:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Exhibit A B. Trademark Registration No.(s) See Exhibit A Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jay Bettinger, Esq. Internal Address: 11/06/2002 6TON11 00000019 74724352 01 FC:4521 40.00 DP 02 FC:4522 450.00 DP Street Address: 18400 Von Karman, Suite 320 City: Irvine State: California Zip: 92612

6. Total number of applications and registration involved: 19 7. Total fee (37 CFR 3.41) \$760.00 [X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number: (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 information is true and correct and any attached copy is a true copy of the original document. Jay Bettinger, Esq. Signature Date 11/06/02 Total number of pages including cover sheet, attachments and document: [ ]


Refund Ref: 11/06/2002 6TON11 0000122218

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

CHECK Refund Total: \$270.00

TRADEMARK REEL: 002611 FRAME: 0177

**EXHIBIT "A"**

| <b>Mark</b>  | <b>Class(es)*</b>      | <b>Appl'n No./<br/>Filing Date</b> | <b>Reg'n No./<br/>Reg'n Date</b> |
|--|------------------------|------------------------------------|----------------------------------|
| GO2  | 9,42                   | 74/724,352<br>9/1/95               | 2,364,791<br>7/4/00              |
| SHOWING YOU THE WAY  | 9, 42                  | 75/599,702<br>12/4/98              |                                  |
| PAY2   | 9,16,36,42             | 75/641,672<br>2/16/99              |                                  |
| WHEREVER YOU ARE, WHATEVER YOU WANT, CLOSE BY                                    | 42                     | 75/904,369<br>1/27/00              | 2473177<br>7/31/01               |
| GO2  | 16: printed maps       | 75/941,566<br>3/10/00              |                                  |
|  | 42                     | 76/048,317<br>5/15/00              |                                  |
| GO2RESTAURANTS.COM   | 42                     | 78/009,803<br>5/24/00              |                                  |
| GO2MOVIES.COM  | 42                     | 78/009,794<br>5/24/00              |                                  |
| GO2HOROSCOPES.COM  | 42                     | 78/009,810<br>5/24/00              |                                  |
| WHAT'S CLOSE BY  | 42                     | 78/039,036<br>12/12/00             |                                  |
| GO2  | 16, 18, 21, 25, 28, 35 | 78/045,448<br>1/29/01              |                                  |
| GOTO   | 35, 38, 42             | 75/548,658<br>9/4/98               |                                  |
| GOTO.COM   | 35, 38, 42             | 75/548,665<br>9/4/98               |                                  |
| GO2NEWS  | 42                     | 75/073,927<br>3/18/96              |                                  |
| LOCAL KEYWORD  | 42                     | 78/082,479<br>9/4/01               |                                  |
| GO2 KEYWORD  | 42                     | 78/082,480<br>9/4/01               |                                  |
| REGISTER HERE. APPEAR PRACTICALLY EVERYWHERE.                                    | 42                     | 78/111,512<br>2/27/02              |                                  |
| REGISTER ONCE. APPEAR PRACTICALLY EVERYWHERE.                                    | 42                     | 78/111,795<br>2/28/02              |                                  |
| GO2 DIRECTORY  | 42                     | 78/125,899<br>5/2/02               |                                  |

## ASSIGNMENT OF TRADEMARK RIGHTS

**CMA Business Credit Services, as Assignee for the Benefit of the Creditors of Go2 Systems, Inc.**, a corporation organized and existing under the laws of California, having a place of business at **40 East Verdugo Avenue, Burbank, California 91502** (hereinafter called "Assignor"), hereby assigns certain Trademark rights to UDS Directory Corp., a corporation organized and existing under the laws of California, having a place of business at **18400 Von Karman, Suite 320, Irvine, California 92612** (hereinafter called the "UDS" or "Assignee"):

**WHEREAS** Assignor is the owner of the trademark registrations and applications set forth on Exhibit "A" (the "Trademark Registrations and Applications"):

**AND WHEREAS** Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Trademark Registrations and Applications and any and all trademark rights of Assignor, including without limitation any goodwill associated with said Trademark Registrations and Applications (collectively, "Trademark Rights"),

**NOW THIS ASSIGNMENT WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfer to Assignee said Trademark Registrations and Applications and the Trademark Rights, including without limitation any goodwill associated with such Trademark Registrations and Applications, and any and all trademark rights formerly owned by Go2 Systems, Inc. in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all opposition or infringement matters, or reissues or extensions of said Trademark Registrations and Applications, and all rights under the International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of Trademark Rights, and the payment of any and all maintenance fees, taxes, and the like TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Trademark Rights were granted and during any such terms, and for any and all rights extending from said applications and reissues.

**ASSIGNOR** hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the Trademark Rights being assigned hereby.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions, that the same are unencumbered, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, wherever ~~counsel of Assignee, or the counsel of its successors, legal representatives and assigns,~~

shall advise that any proceeding in connection with said Trademark Rights to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Trademark Rights for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at BURBANK CA this 10th day of September, 2002.

Assignor: **CMA Business Credit Services**


Signature: 

Printed Name: ROBERT J. HODER, SECRETARY

Title: \_\_\_\_\_



**EXHIBIT "A"**

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| GO2 DIRECTORY  | 42                     | 78/125,899<br>5/2/02               |                                  |

## ASSIGNMENT OF TRADEMARK RIGHTS

**Go2 Systems, Inc.**, a corporation organized and existing under the laws of Delaware, having a place of business at **18400 Von Karman, Suite 320, Irvine, California 92612** (hereinafter called "Assignor"), hereby assigns certain patent rights to **CMA Business Credit Services, as Assignee for the Benefit of the Creditors of Go2 Systems, Inc.**, a corporation organized and existing under the laws of California, having a place of business at **40 East Verdugo Avenue, Burbank, California 91502** (hereinafter called the "CMA" or "Assignee"):

**WHEREAS** Assignor is the owner of the trademark registrations and applications set forth on Exhibit "A" (the "Trademark Registrations and Applications"):

**AND WHEREAS** Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Trademark Registrations and Applications and any and all trademark rights of Assignor, including without limitation any goodwill associated with said Trademark Registrations and Applications (collectively, "Trademark Rights"),

**NOW THIS ASSIGNMENT WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfer to Assignee said Trademark Registrations and Applications and the Trademark Rights, including without limitation any goodwill associated with such Trademark Registrations and Applications, and any and all trademark rights formerly owned by Go2 Systems, Inc. in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all opposition or infringement matters, or reissues or extensions of said Trademark Registrations and Applications, and all rights under the International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of Trademark Rights, and the payment of any and all maintenance fees, taxes, and the like TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Trademark Rights were granted and during any such terms, and for any and all rights extending from said applications and reissues BUT SOLELY for the purposes of the Assignment for the Benefit of Creditors of Assignor until duly sold to a assignee of the Trademark Rights.

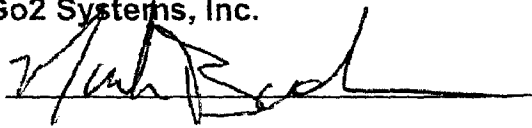
**ASSIGNOR** hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the Trademark Rights being assigned hereby.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions, that the same are unencumbered, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, wherever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said Trademark Rights to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Trademark Rights for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at Orange County this 10th day of September, 2002.

Assignor: **Go2 Systems, Inc.**

Signature: 


Printed Name: **Mark Buckner**

Title: **CEO**



**Exhibit A**

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