

11-08-2002

U.S. DEPARTMENT OF COMMERCE



FORM COVER SHEET  
MARKS ONLY

102276564

Patent and Trademark Office  
Docket No. 021514-2060 and -2070

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

1. Name of Conveying party(ies):

Evant Solutions Corporation

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

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

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

Name: NONSTOP Solutions, Incorporated  
Street Address: 235 Montgomery Street  
San Francisco, California 94104

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation-State: California
- Other: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

10-30-02

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: October 4, 2002

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

A. Trademark Application No.(s) 76/108,226 and 76/113,293 B. Registration No.(s)

Additional numbers attached?  Yes  No

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

Rochelle D. Alpert, Esq.  
Brobeck, Phleger & Harrison LLP  
Spear Street Tower  
One Market  
San Francisco, CA 94105

6. Total number of applications and trademark registrations involved: 2

7. Total fee (37 C.F.R. § 3.41): \$65

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket: [DOCKET NUMBER]

8. Deposit account number: 02-3950

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

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.

Name: Rochelle D. Alpert

*Rochelle D. Alpert*  
Signature

*Oct 24, 2002*  
Date

Total number of pages comprising cover sheet, attachment and document: 6

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

11/07/2002 TDIAZ1 00000156 76108226

01 FC:8521 40.00 DP  
02 FC:8522 25.00 DP

6213099

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into this 4th day of October, 2002 by and between Evant Solutions Corporation, a Delaware corporation ("Assignor"), and NONSTOP Solutions, Incorporated, a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 4, 2002 (the "Purchase Agreement") for the sale by Assignor of the Purchased Assets (as defined in Section 2.1 of the Purchase Agreement) (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement);

WHEREAS, the execution and delivery of this Intellectual Property Assignment is a condition precedent to Assignee's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to all of the Intellectual Property set forth in Schedule A attached hereto and by this reference incorporated herein (the "Company Intellectual Property"), all variations thereof, and all rights to damages and payments for past, present or future infringements or misappropriations thereof in all countries and the goodwill of the Company and operations of the Company associated with such Intellectual Property.

2. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

3. Assignor hereby represents and warrants that all rights, title, and interest assigned under Section 1 above are free and clear of Encumbrances (except for Permitted Encumbrances) and that Assignor has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.

5. From time to time after the date hereof, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest of Assignor in and to the Purchased Assets and otherwise in order to carry out the purpose and intent of this Intellectual Property Assignment.

6. This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, constitute the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersede and replace any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Intellectual Property Assignment expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

7. This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the State of California in the governing law).

8. This Intellectual Property Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NONSTOP SOLUTIONS, INCORPORATED,  
a California corporation

By: Peter Papano

Name: PETER PAPANO

Title: CFO.

EVANT SOLUTIONS CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NONSTOP SOLUTIONS, INCORPORATED,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

EVANT SOLUTIONS CORPORATION,  
a Delaware corporation

By:  \_\_\_\_\_

Name: Robert Ferguson

Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SPC21500007.LAW

**SCHEDULE A**

The names "Evant" and "Evant Solutions Corporation."

Trademark application Serial No. 76108226.

Trademark application Serial No. 76113293.

EM3 Merchandising Software Platform.