

11-08-2002
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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. 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):
Smallworks

11-4-02

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

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

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

Execution Date: **March 30, 1995**

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

Internal Address: _____

Street Address: **4401 Stoney Meadow Ln**

City: **Austin** State: **Texas** Zip: **78731**

Individual(s) citizenship **USA**
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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)
2,038,157

Additional number(s) attached Yes No

OFFICE OF PATENT RECORDS
2002 NOV -14 AM 10:21
FINANCE SECTION

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

Internal Address: _____

Street Address: **P.O. Box 398**

City: **Austin** State: **Texas** Zip: **78767-0398**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501505

(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.

Dwayne K. Goetzel *[Signature]* **Nov. 4, 2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **11**

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

11/07/2002 6TON11 00000217 501505 2038157
01 FC:0521 40.00 CH

TRADEMARK
REEL: 002612 FRAME: 0973

TRANSFER OF COMPLETE RIGHTS IN SOFTWARE PROGRAM

THIS ASSIGNMENT AGREEMENT (this "Agreement") is between ..Jim Thompson... (hereinafter "Owner"), an individual] with a principal place of residence located at 4401 Stony Meadow Ln. Austin Tx. 78731 and Smallworks Inc. (hereinafter "Purchaser"), a Texas Corporation with a principal place of business located at .. 4401 Stony Meadow Ln. Austin Tx. 78731... :

WITNESSETH:

WHEREAS, subject only to those exceptions disclosed in this Agreement, Owner owns all right, title, and interest in and to that certain computer program identified as **NetGate™** (the "Program"), the functional specifications for which are set forth in Exhibit A attached hereto;

WHEREAS, Owner has granted rights in copies of the Program to third parties solely pursuant to the End-User License Agreements identified in Exhibit B attached hereto (the "End-User Agreements"), which are to be assigned to, and assumed by, Purchaser pursuant to this Agreement;

WHEREAS, Owner desires to sell, assign, grant, convey, and transfer the Program to Purchaser, and Purchaser desires to buy and acquire the Program, in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Purchaser, intending to be legally bound, hereby agree as follows:

Section 1

CONVEYANCE OF RIGHTS

Effective as of Mar 30, 1995., subject to the rights reserved and retained pursuant to Section 2 of this Agreement, Owner hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Purchaser all of Owner's right, title, and interest in and to both the tangible and the intangible property constituting the Program, in perpetuity (or for the longest period of time otherwise permitted by law), including the following corporeal and incorporeal incidents to the Program:

1. Title to and possession of the media, devices, and documentation that constitute all copies of the Program, its component parts, and all documentation relating thereto, possessed or controlled by Owner, receipt for which is hereby acknowledged;
2. All Copyright interests owned or claimed by Owner pertaining to the Program together with all other copyright interests accruing by reason of international copyright conventions;
3. All right, title, and benefit of Owner in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information, and all other intellectual property owned or claimed by Owner pertaining to the Program; and
4. All of the right, title, interest, and benefit of Owner in, to, and under all agreements, contracts, licenses, and leases entered into by Owner, or having Owner as a beneficiary,

pertaining to the Program, including (without limitation) Owner's rights as licensor under the End-User License Agreements identified in Exhibit B.

Section 2

RIGHTS RETAINED OR RESERVED BY OWNER

Notwithstanding any other provision of this Agreement, Owner reserves and retains for its own benefit, a reversionary right to all title and interest in the Program should Purchaser cease to exist without a successor or assign.

Section 3

WARRANTIES OF TITLE

3.1 Owner represents and warrants that Purchaser shall receive, pursuant to this Agreement as of the effective date of this Agreement, complete and exclusive right, title, and interest in and to all tangible and intangible property rights existing in the Program, subject only to the rights reserved and retained pursuant to Section 2 of this Agreement. Owner represents and warrants that it has developed the Program entirely through its own efforts for its own account and that the Program is free and clear of all liens, claims, encumbrances, rights, or equities whatsoever of any third party.

3.2 Owner represents and warrants that the Program does not infringe any patent, copyright, or trade secret of any third party; that the Program is fully eligible for protection under applicable copyright law and has not been forfeited to the public domain.

Section 5

END-USER AGREEMENTS

5.1 Owner represents and warrants that it has granted rights in the Program to third parties solely pursuant to the nonexclusive End-User Agreements identified in Exhibit B.

5.3 Owner hereby assigns, transfers, and conveys Owner's interest in the End-User Agreements to Purchaser, and Purchaser hereby assumes the obligations set forth in such End-User Agreements and agrees to indemnify and hold harmless Owner from and against any failure of Purchaser to perform its obligations under the End-User Agreements in accordance with their terms. It is mutually agreed that Owner shall retain all amounts previously paid to Owner under the End-User Agreements and that, to the extent further payments may be made thereunder, Purchaser shall be entitled to receive them directly from such end-users, and, if such payments nonetheless are made to Owner, Owner shall remit such payments to Purchaser.

Section 6

FURTHER ASSURANCES

Owner shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of all of the Program to Purchaser. Owner therefore agrees

1. To execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Program
2. To provide testimony in connection with any proceeding affecting the right, title, or interest of Purchaser in the Program
3. To perform any other acts deemed necessary to carry out the intent of this Agreement

Section 7

PROTECTION OF TRADE SECRETS

For purposes of this Agreement, "Program Trade Secret" means the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, or improvement included in the Program that is valuable and not generally known to the business concerns engaged in the development or marketing of products competitive with the Program. From and after the date of execution hereof, and for so long thereafter as the data or information remains Program Trade Secrets, Owner shall not use, disclose, or permit any person not authorized by Purchaser to obtain any Program Trade Secrets (whether or not the Program Trade Secrets are in written or tangible form), except as specifically authorized by Purchaser.

Section 8

ACKNOWLEDGMENT OF RIGHTS

In furtherance of this Agreement, Owner hereby acknowledges that, from and after the effective date of this Agreement, Purchaser has acceded to all of Owner's right, title, and standing to

1. Receive all rights and benefits pertaining to the Program and the End-User Agreements
2. Institute and prosecute all suits and proceedings and take all actions that Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Program, and the End-User Agreements
3. Defend and compromise any and all such action, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable

Section 9

MISCELLANEOUS

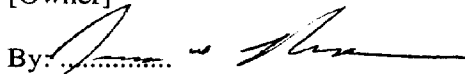
9.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.

9.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

9.3 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal effective as of the date shown above.


[Owner]

By: 

Title:

Date: 3-30, 1995

[Purchaser]

By: 

Title: ..PRESIDENT

Date: 3-30, 1995





Elton Bomer, Secretary of State

TRADEMARK

REEL: 002612 FRAME: 0977

Exhibit A

NetGate™ Installation and Operation Manual

Exhibit B
List of Existing Licensees

1. Cadence Design Systems
2. Monsanto
3. Ergon
4. Supply Tech
5. Tivoli Systems



The State of Texas
Secretary of State

CERTIFICATE OF DISSOLUTION

OF

SMALLWORKS INC.
CHARTER NUMBER 01350664

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF DISSOLUTION FOR THE
ABOVE NAMED ENTITY HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO
CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES
THIS CERTIFICATE OF DISSOLUTION.

DATED SEP. 11, 2000

EFFECTIVE SEP. 11, 2000



A handwritten signature in black ink, appearing to read "Elton Romer".

Elton Romer, Secretary of State



The State of Texas
Secretary of State

SEP. 19, 2000

SMALLWORKS, INC. JOE CARCORAN
6905 PEPPERUN AVE
AUSTIN TX 78750

RE:
SMALLWORKS INC.

CHARTER NUMBER 01350664-00

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR ARTICLES OF DISSOLUTION.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

A handwritten signature in black ink, appearing to read "Elton Bomer".
Elton Bomer, Secretary of State



Office of the Secretary of State
 Corporations Section
 P.O. Box 13697
 Austin, Texas 78711-3697

FILED
 In the Office of the
 Secretary of State of Texas

SEP 11 2000

Corporations Section

**ARTICLES OF DISSOLUTION
 BUSINESS CORPORATION**

Pursuant to the provisions of article 6.06 of the Texas Business Corporation Act, the undersigned corporation adopts the following articles of dissolution:

1. The name of the corporation is Smallworks, Inc.
 The file number is 01350664

2. The names and respective addresses of its officers are as follows:

NAME	OFFICE HELD	ADDRESS
<u>Jamie Thompson</u>	<u>President</u>	<u>4417 Ridge Oak Rd. Austin TX 7</u>
<u>James Thompson</u>	<u>Secretary</u>	<u>4417 Ridge Oak Rd. Austin TX 7</u>
<u>Charisse Castagnoli</u>	<u>Treasurer</u>	<u>6905 Peppercorn Cove Austin TX 7</u>

3. The names and respective addresses of its directors are as follows:

NAME	ADDRESS
<u>Jamie Thompson</u>	<u>4417 Ridge Oak Rd. Austin TX 78731</u>
<u>James Thompson</u>	<u>" " " " " "</u>
<u>Charisse Castagnoli</u>	<u>6905 Peppercorn Cove Austin TX 78750</u>

YOU MUST CHECK EITHER A OR B IN ITEMS FOUR THROUGH SIX

4. A. A written consent to dissolve was signed by all shareholders of the corporation or was signed in their names by their attorneys thereunto duly authorized.
 or
 B. A resolution to dissolve was adopted by not less than a two-thirds vote of the shareholders of the corporation on the following date: _____

The number of shares outstanding and entitled to vote, and voting for and against the dissolution were as follows:

CLASS	SERIES	OUTSTANDING AND ENTITLED TO VOTE	TOTAL VOTED FOR	TOTAL VOTED AGAINST
<u>Common</u>	<u>N/A</u>	<u>50,000</u>	<u>50,000</u>	<u>0</u>

5. A. All debts, liabilities and obligations of the corporation have been paid, satisfied, or discharged or adequate provision has been made for payment, satisfaction, or discharge thereof.

or

B. The properties and assets of the corporation were not sufficient to pay, satisfy, or discharge all the corporation's debts, liabilities, and obligations. All properties and assets of the corporation have been applied so far as they would go to the just and equitable payment of those debts, liabilities, and obligations or adequate provision has been made for such application.

6. A. The remainder of the properties and assets of the corporation have been distributed to its shareholders according to their respective rights and interests.

or

B. No properties or assets of the corporation remained for distribution to shareholders after applying the properties and assets of the corporation so far as they would go to the just and equitable payment of the debts, liabilities, and obligations of the corporation or making adequate provision for such application.

By _____ Officer Title: _____

A. Castagnoli

Treasurer

INSTRUCTIONS

1. Attach certificate #05-305 from the comptroller of public accounts indicating that all taxes have been paid and the corporation is in good standing for the purpose of dissolution. Requests for certificates or questions on tax status should be directed to the Tax Assistance Section, Comptroller of Public Accounts, Austin, Texas 78774-0100; (512) 463-4600; toll-free (800) 252-1381; (TDD) (800) 248-4099.
2. The franchise tax year ends on December 31st. The corporation must be in good standing through the date of receipt of the articles of dissolution by the secretary of state. A post mark date will not be considered as the date of receipt. If December 31st falls on a Saturday, Sunday, or legal holiday, the documents must be received no later than the last business day before December 31st. It is suggested that corporations attempting to dissolve prior to the end of the franchise tax year make their submissions well in advance of such tax deadline. Corporations not dissolved on or before December 31st will be subject to the new franchise tax year's requirements as of January 1st. Submissions which are incorrect or incomplete in any manner cannot be filed and will be returned. The effective date of filing is the date of receipt of the re-submission of a complete document which conforms to law.
3. Send a \$40 payment for the filing fee along with two copies of the articles of dissolution, and the certificate from the comptroller of public accounts to the Secretary of State, Statutory Filings Division, Corporations Section, P.O. Box 13697, Austin, Texas 78711-3697. The delivery address is 1019 Brazos, Austin, Texas 78701. We will place one document on record and, *if a duplicate copy has been provided for such purpose*, return a file stamped copy. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.
4. The attached form promulgated by the secretary of state is designed to meet minimum statutory filing requirements and no warranty is made regarding the suitability of this form for any particular purpose. This form and the information provided are not substitutes for the advice of an attorney and it is recommended that the services of an attorney be obtained before preparation of the articles of dissolution.