

11-18-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies):

CyBerBroker, Inc.

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

11-12-02

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

2. Name and address of receiving party(ies)

Name: CyBerCorp Holdings, Inc.

Internal Address:

Street Address: 115 Wild Basin Road City: Austin State: TX Zip: 78746

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 22, 2002

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

A. Trademark Application No.(s)

76/322,004

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Carole F. Barrett, Esq.

Internal Address: Howard, Rice, Nemerovski, Canady, Falk & Rabkin

A Professional Corporation

Street Address: Three Embarcadero Center 7th Floor San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

1

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

- Enclosed; or if the amount is found insufficient, then: Authorized to be charged to deposit account

8. Deposit account number:

08-2797

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

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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.

TYLER J. FULLER

Name of Person Signing

Signature

11/6/02

Date

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

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

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TRADEMARK REEL: 002618 FRAME: 0214

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made and entered into as of the 22nd day of October, 2002 by and between CyBerBroker, Inc. (n/k/a CyberTrader, Inc.), a Texas corporation located at 115 Wild Basin Road, Austin, Texas 78746, U.S.A. ("**Assignor**") and CyBerCorp Holdings, Inc. a Texas corporation located at 115 Wild Basin Road, Austin, Texas 78746, U.S.A. ("**Assignee**").

WHEREAS, Assignor is the applicant of record for U.S. Trademark Application Serial No. 76/322,004 (the "**Application**"), filed with the U.S. Patent and Trademark Office (the "**PTO**") for registration of the mark described therein as "RULE THE STREET" (the "**Mark**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest of Assignor in and to the Application and the Mark, together with the goodwill of the business represented and symbolized by the Mark; and

WHEREAS, Assignee is the successor to Assignor's business or that portion of Assignor's business to which the Application and the Mark pertain (the "**Business**"), and the Business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Assignment.** In accordance with Section 10 of the Trademark Act, 15 U.S.C. §1060, and 37 C.F.R. §3.16, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Application and the Mark, including without limitation all of the goodwill of the business represented and symbolized by the Mark, all extensions and renewals of the Application, all registrations issuing from the Application, all common law rights in and to the Mark, the right to register, renew, protect and defend the Mark and to sue for past, present, and future infringements of the Mark, the right to any other claims arising out of or relating to the use or ownership of the Application and the Mark, and all rights corresponding to the Application and the Mark throughout the world, effective as of the date first set forth above.

2. **Cooperation.** Assignor agrees to cooperate with Assignee in filing documents with the PTO to obtain registration of the Mark and recording this Assignment in the PTO. Assignor further agrees to cooperate with Assignee in executing, and assisting Assignee in recording, such further documents, including additional assignments, as may be required by the law of the United States or any foreign country to convey the foregoing rights to Assignee.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized officers as of the date first set forth above.

CYBERBROKER, INC. (N/K/A
CYBERTRADER, INC.)

CYBERCORP HOLDINGS, INC.

By: 

By: 

Name: Jim Hackley

Name: Jim Hackley

Title: CEO

Title: CEO