

12-02-2002

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

102297751

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

1. Name of conveying party(ies):

Namezero.com, Inc.

11-26-02

- 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

Execution Date: 10/11/02

2. Name and address of receiving party(ies)

Name: Dotster, Inc.

Internal Address:

Street Address: 11807 NE 99th St., Suite 110

City: Vancouver State: WA Zip: 98682

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Washington 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) 2477718, 2611501

Additional number(s) attached Yes No

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

Name: Melissa A. Boge

Internal Address: Preston Gates & Ellis LLP

Street Address: 222 S.W. Columbia, Suite 1400

City: Portland State: OR Zip: 97201

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Bruce Keiser Name of Person Signing

Signature

10/11/02

Date

Total number of pages including cover sheet, attachments, and document: 2

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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: 002625 FRAME: 0140

**PROPRIETARY RIGHTS
ASSIGNMENT AGREEMENT**

This PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT (the "Agreement"), by and between Dotster, Inc., with an address of 11807 NE 99th Street, Suite 1100, Vancouver, Washington 98682 ("Dotster"), and Namezero.com, Inc., with an address of 464 Monterey Avenue, Los Gatos, CA 95030 ("Namezero"), is effective as of the 11th day of October, 2002 (the "Effective Date").

RECITALS

WHEREAS, Namezero owns certain trade secrets, copyrights, patents, patent applications, trademarks and service marks and the goodwill associated therewith, tradenames, research product plans, developments, inventions, processes, designs, specifications, algorithms, software (including, but not limited to, source code (including revision histories), object code, and license key mechanisms), know-how and other engineering and technical data, and all other proprietary rights, intellectual property and intangible rights (including third party licenses), and passwords and security phrases used in connection with the Business, as defined in the Asset Purchase Agreement between Namezero and Dotster, dated even herewith (the "APA") (collectively, the "Proprietary Rights");

WHEREAS, pursuant to the APA, all Proprietary Rights of Namezero, including but not limited to, those rights set forth in Schedule 1.1(a), are to be sold, transferred and assigned to Dotster; and

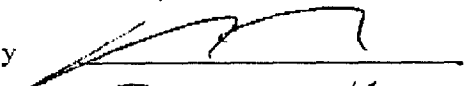
WHEREAS, certain, but not necessarily all, of the Proprietary Rights to be transferred to Dotster by Namezero pursuant to the APA are specifically described in Schedule 1.1(a), attached hereto and by this reference incorporated herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Namezero does hereby sell, transfer and assign to Dotster all right, title, and interest in and to the Proprietary Rights, including but not limited to those set forth in Schedule 1.1(a), together with all goodwill associated therewith.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date written above.

Namezero.com, Inc.

By 

Name Bruce Kleiser

Title CEO

Signature Date 10/11/02