

12-16-2002



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

102312220

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

1. Name of conveying party(ies):

Simpata, Inc.

12-10-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State, California 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: July 24, 2002

2. Name and address of receiving party(ies)

Name: The Simpata Group

Internal Address:

Street Address: 150 Spear Street, Suite 525

City: San Francisco State: CA Zip: 94105

- Individual(s) citizenship Association General Partnership Limited Partnership

Corporation-State Delaware

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) 75812631 75841199

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: Tu T. Tsao

Internal Address: Fenwick & West LLP

12/13/2002 6TOM11 00000082 75812631

01 FD: 521 40.00 DP 02 FC: 522 175.00 DP

Street Address: Two Palo Alto Square

City: Palo Alto State: CA Zip: 94306

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Tu T. Tsao Name of Person Signing

Tu Tsao Signature

12/10/02 Date

Total number of pages including cover sheet, attachments, and document: 5

Express Mail mailing label fee:

Date of Deposit: December 10, 2002 I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Dr., Arlington, VA 22202-3513.

Maureen E. EBERTOWSKI (Typed or printed name of person mailing paper or fee) Maureen E. Ebertowski (Signature of person mailing paper or fee)

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

Continuation of Item 4

75812631

75841199

76182724

76182716

76182858

76182715

76182857

76182862

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made pursuant to the Asset Purchase Agreement entered into by and among Simpata, Inc., a California corporation, ("*Assignor*") and The Simpata Group, Inc., a Delaware corporation, ("*Assignee*") on July 24, 2002 (the "*Asset Purchase Agreement*") and is effective as of July 24, 2002 (the "*Effective Date*"). This Assignment complies with the requirements of Section 10 of the Trademark Act, 15 U.S.C. § 1060.

WHEREAS, Assignor is the owner of the following trademarks for which applications are currently pending in the United States Patent and Trademark Office (the "*Marks*"):

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Simpata	75812631	9/30/99
The Simpata logo	75841199	11/4/99
Simply Payroll	76182724	12/13/00
Simply Payroll	76182716	12/13/00
Simply HR	76182858	12/13/00
Simply HR	76182715	12/13/00
Simply Benefits	76182857	12/13/00
Simply Benefits	76182862	12/13/00

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Marks, including all of the goodwill associated with and symbolized by the Marks;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks;

NOW THEREFORE, in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Marks to Assignee as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, together with all of the goodwill associated with and symbolized by the Marks, and applications thereof, and that portion of the business which is ongoing and existing to which the Marks pertain.
2. Assignor hereby assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.
3. Assignor represents and warrants that it will cooperate in any actions necessary for Assignee to record, prosecute, renew and/or register its rights, title and interests in and to the Marks and applications thereof, including United States and foreign applications and

registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized office as of the Effective Date.

SIMPATA, INC.

Dated: July 24, 2002

By: 

Name: Tim Jenkins

Title: Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF SANTA CLARA

On 7-25-02, before me, Kelly Donnel,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Tim Jenkins,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kelly Donnel
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer
- _____ Title(s)
- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

Signer is Representing:
Name of Person(s) or Entity(ies)



FENWICK & WEST LLP

A LIMITED LIABILITY PARTNERSHIP

TWO PALO ALTO SQUARE | PALO ALTO, CA 94306
TEL 650.494.0600 | FAX 650.494.1417 | www.fenwick.com

December 10, 2002

ANITA E. ERSOY

EMAIL AERSOY@FENWICK.COM
DIRECT DIAL 650.858.7177

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of TRADEMARK ASSIGNMENT
Between Simpata, Inc. and The Simpata Group
On Behalf of The Simpata Group
Trademark Applications in the United States
Our Reference: 23443-00070

Dear Madam:

Enclosed for filing is a completed Recordation Form Cover Sheet, together with a copy of the TRADEMARK ASSIGNMENT document, and a check in the amount of \$215.00 to cover the recordation fees. If any additional fees are required, please charge to our Deposit Account No. 50-0261.

Please record the enclosed TRADEMARK ASSIGNMENT as soon as possible, addressing any correspondence or notifications to Tu Tsao at our Palo Alto office.

Very truly yours,

Anita E. Ersoy
Trademark Paralegal

AEE/mee
Enclosure

23443/00070/DOCS/1315702.1