

01-15-2003

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

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



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Tab settings

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

1. Name of conveying party(ies): Tornado Development, Inc. 1-9-03
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation - California
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: QuestMark Partners L.P.
Internal
Address: Suite 800
Street Address: One South Street
City: Baltimore State: MD

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: November 27, 2002

Individuals citizenship
Association
General Partnership
[X] Limited Partnership Delaware
Corporation
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)
76/152,070 76/036,082 75/331,903
76/152,069 75/902,923
76/036,083 75/861,297
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,519,269 2,216,029
2,519,268 2,201,195
2,227,806

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kenneth A. Nelson
Internal Address: Bryan Cave LLP
Suite 2200
One Renaissance Square
Street Address: Two North Central Avenue
City: Phoenix State: AZ Zip: 85004-4406

6. Total number of applications and registration involved: 12
7. Total fee (37 CFR 3.41) \$ 315.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 02-4467
(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.
Kenneth A. Nelson Signature January 8, 2003 Date

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

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

01/14/2003 TDIAZI 00000097 76152070
01 FC:8521 40.00 DP
02 FC:8522 275.00 DP

TRADEMARK REEL: 002648 FRAME: 0930

ASSIGNMENT
OF
TRADEMARKS

For good and valuable consideration, receipt of which is hereby acknowledged, Tornado Development, Inc., a California corporation ("Assignor"), hereby assigns, transfers and sets over to QuestMark Partners, L.P., a Delaware limited partnership ("Assignee"), as of November 25, 2002, all of Assignor's right, title and interest in and to (1) all trademarks and trademarks which are the subject of applications for trademarks (collectively, the "Trademarks") existing at common law by virtue of Assignor's use thereof and by statute, which Trademark(s) are listed on Schedule A attached hereto and (2) all good will be related to such Trademarks. This assignment includes (but is not limited to):

(i) All rights and interests which Assignor has acquired from others who contributed to the authorship of the Trademark(s) (whether they participated as Assignor's employees or independently);

(ii) All of Assignor's rights as registered proprietors in said Trademark(s) pursuant to both Federal and state registration(s) of same;

(iii) All of Assignor's rights, if any, to exploit the Trademark(s) in the United States and all foreign countries;

(iv) The good will of the Assignor's business with respect to which such Trademark(s), have heretofore been used; and

(v) The right to institute and maintain proceedings, in law and/or equity, against any person now or hereafter wrongfully using such Trademark(s); and

(vi) The right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such Trademarks.

The right title, and interest is to be held and enjoyed by Assignee, and its successors and assigns, as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

In connection with the foregoing, Assignor agrees to produce and provide copies of all relevant evidence of the use of such Trademark(s) for the further assurance and vesting to such Trademark(s) in the Assignee and to execute any further documentation which may be necessary to effect the assignment to Assignee of the Trademarks.

This assignment is made pursuant to and subject to the conditions of that certain Proposal by Secured Party and Consent by Debtor Regarding Acceptance of Collateral by Secured Party in Full Satisfaction of Obligations of Debtor Pursuant to Maryland Uniform Commercial Code Section 9-620 ET.SEQ., between Assignor and Assignee dated November 25, 2002.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be signed by their respective duly authorized representatives as of the 27th day of November, 2002.

"ASSIGNOR"

TORNADO DEVELOPMENT, INC.,
a California corporation

By: _____

Kevin T. Ruff
KEVIN T. RUFF

Title: _____

CHAIRMAN

"ASSIGNEE"

QUESTMARK PARTNERS, L.P.,

a Delaware limited partnership

By: QuestMark Advisers LLC

a Maryland limited liability company

By: _____

Thomas R. Hitchner
Name: Thomas R. Hitchner

Title: President

{5536.001-00173889.DOC-3 ()}

TRADEMARK
REEL: 002648 FRAME: 0931

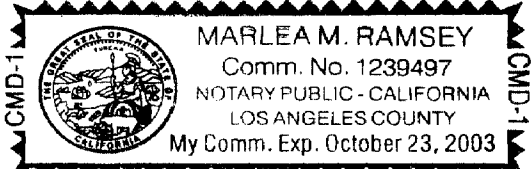
State of CALIFORNIA

County of Los Angeles

On ~~the~~ ^{December} ~~November~~ 5, 2002, before me, MARLEA M. RAMSEY, Notary Public, personally appeared KEVIN TORF, 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} ~~she~~ ^{they} executed the same in their authorized capacity(ies), and that by ~~his~~ ^{her} ~~their~~ signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Marlea M. Ramsey
Notary Public



State of MARYLAND

County of BALTIMORE

On November 26th, 2002, before me, Cheryl W. Galarraga Hitchner, personally appeared Thomas R., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by his/her/their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Cheryl W. Galarraga
Notary Public



CHERYL W. GALARRAGA
Notary Public, State of Maryland
County of Baltimore
My Commission Expires February 1, 2006

Schedule A
Intellectual Property

U.S. Trademarks

1. "TORNADO MESSENGER" (Registration No. 2,519,269)
2. "TORNADO DEVELOPMENT" & Design (Registration No. 2,519,268)
3. Design Only (Registration No. 2,227,806)
4. "TORNADO DEVELOPMENT" & Design (Registration No. 2,216,029)
5. "TORNADO ELECTRONIC MESSAGING SYSTEM" (Registration No. 2,201,195)

U.S. Trademark Applications

1. "VIDMAIL" (Application No. 76/152,070)
2. "TORNADO DEVELOPMENT" (Application No. 76/152,069)
3. "LDK" (Application No. 76/036,083)
4. "AIM" (Application No. 76/036,082)
5. "LIGHTWEIGHT" (Application No. 75/902,923)
6. "LWTS" (Application No. 75/861,297)
7. "TEMS" (Application No. 75/331,903)