

01-15-2003



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Tab settings

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

1. Name of conveying party(ies):

QuestMark Partners, L.P.

1-9-03

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

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

2. Name and address of receiving party(ies)

Name: Inuntius, Inc.

Internal Address: Suite 200

Street Address: 2201 E. El Segundo Blvd.

City: El Segundo State: CA

Individuals citizenship

Association

General Partnership

Limited Partnership

Corporation 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

OFFICE OF PATENT RECORDS
JAN - 9 PM 3:24
FINANCE SECTION
90248

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 27, 2002

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

B. Trademark Registration No.(s)

2,519,269 2,216,029
2,519,268 2,201,195
2,227,806

Additional number(s) attached Yes No

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

Enclosed

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

Name of Person Signing

Signature

January 8, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

01/14/2003 TDIAZ1

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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

01 FC:8521

40.00 OP

02 FC:8522

275.00 OP

ASSIGNMENT
OF
TRADEMARKS

For good and valuable consideration, receipt of which is hereby acknowledged, QuestMark Partners, L.P., a Delaware limited partnership ("Assignor"), hereby assigns, transfers and sets over to Inuntius, Inc., a Delaware corporation ("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 related to such Trademarks. This assignment includes (but is not limited to) the following, to the extent applicable to the Assignor's right, title and interest in and to the Trademarks:

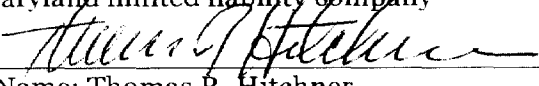
- (i) All rights and interests which Assignor has acquired from others who contributed to the authorship of the Trademark(s) (whether they participated as Assignor's employees or independently);
- (ii) All of Assignor's rights as registered proprietors in said Trademark(s) pursuant to both Federal and 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.

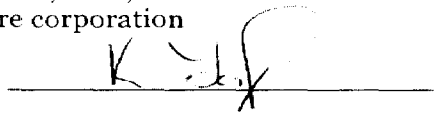
The right, title, and interest is to be held and enjoyed by Assignee, and its successors and assigns, as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

In connection with the foregoing, Assignor agrees to 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 Asset Purchase Agreement 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"
QUESTMARK PARTNERS, L.P.,
a Delaware limited partnership
By: QuestMark Advisers LLC
a Maryland limited liability company
By: 
Name: Thomas R. Hitchner
Title: President

"ASSIGNEE"
INUNTIUS, INC., a
Delaware corporation
By: 
KEVIN TELF
Title: CEO

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)

January 9, 2003

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

In Re: Recordation of Assignment
Conveying Party: QuestMark Partners, L.P.
Receiving Party: Inuntius, Inc.
Our Ref.: 134967

Sir:

Enclosed please find the following documents to be filed in connection with the above-identified assignment:

1. Transmittal letter (2 pages);
2. Trademark Recordation Cover Sheet (1 page);
3. Executed Assignment of Trademarks (3 pages);
4. Check in the amount of \$315.00 for the recordation fee against twelve (12) trademarks; and
5. Return postcard.

If our check is missing or is insufficient, please charge any additional fee or credit any overpayment to Deposit Account No. 02-4467.

Should you have any questions regarding the enclosed materials, please do not hesitate to contact us.

Very truly yours,



Kenneth A. Nelson

KAN/kew
Enclosures

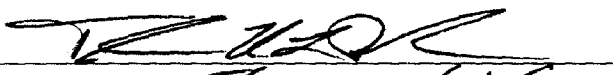
January 9, 2003

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CERTIFICATE OF EXPRESS MAILING UNDER 37 C.F.R. 1.10.

I hereby certify that this document (and any as referred to as being attached or enclosed) is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" service, mailing label No. **EV199939023US** on **January 9, 2003** and addressed to Box Assignment, Commissioner of Patent and Trademarks, Washington, D.C. 20231.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


Printed Name: Thomas L. Vance