



RECORD/  
**TRAC**

03-07-2003



Docket No.:

Tab settings

To the Honorable Commissioner of Patents and Trademarks

102383825

original documents or copy thereof.

1. Name of conveying party(ies):

**3-303**  
BYTE ENTERPRISES, INC.  
185<sup>TH</sup> AVENUE, N.E.  
SUITE 200  
REDMOND, WA 98052

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: **NUNC PRO TUNC**  
**MARCH 1, 2002**

2. Name and address of receiving party(ies):

Name: **CBC COMPANIES, INC.**

Internal Address:

Street Address: **250 E. TOWN STREET**

City: **COLUMBUS** State: **OH** ZIP: **43215**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

**76/025,831**  
**76/025,826**

Additional numbers

B. Trademark Registration No.(s)

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

Name: **CORY M. AMRON**

Internal Address: **1828 L STREET, N.W.**

**ELEVENTH FLOOR**

**WASHINGTON, D.C. 20036**

Street Address: **1828 L STREET, N.W.**

**ELEVENTH FLOOR**

City: **WASHINGTON** State: **DC** ZIP: **20036**

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:

03/06/2003 DEYRNE 00000105 76025831

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

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.

**CORY M. AMRON**

Name of Person Signing

*Cory Amron*

Signature

**MARCH 3, 2003**

Date

Total number of pages including cover sheet, attachments, and **TRADEMARK**

**NUNC PRO TUNC**  
**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 1<sup>st</sup> day of March, 2002 ("Effective Date") by BYTE ENTERPRISES, INC., a Washington corporation having its principal place of business at 185<sup>th</sup> Avenue, N.E., Suite 200, Redmond, Washington 98052 ("Assignor") and CBC COMPANIES, INC., an Ohio corporation, having its principal place of business at 250 E. Town Street, Columbus, Ohio 43215 ("Assignee"), pursuant to the terms of the Asset Sale and Purchase Agreement ("Agreement") dated March 1, 2002 between Assignor and Assignee.

WHEREAS, Assignor represents that it owns the United States registrations issued, applications filed, or common-law rights related to any of the trademarks listed on Schedule A annexed hereto ("Trademarks"), together with the goodwill of Assignor's business appertaining thereto;

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Trademarks, together with the goodwill of the business associated therewith and the applications and registrations therefor, subject to the terms and conditions hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby does assign, sell and transfer to Assignee, its successors, assigns and legal representatives, all its right, title and interest in and to the Trademarks and all of the goodwill associated therewith, together with the right to recover damages and profits and all other remedies for past infringements thereof.

This Assignment is effective, nunc pro tunc, as of the Effective Date.

Assignor agrees to execute and deliver at the request and expense of Assignee all papers, instruments, and assignments, and to perform other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Trademarks in Assignee and/or, also at Assignee's expense, to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered, nunc pro tunc, as of the Effective Date.

BYTE ENTERPRISES, INC.

By: Tom A. Gonser  
Name: Thomas Gonser  
Title: CEO, BYTE - 11/2002  
Director, HETUPDA - 3/2/2003

SCHEDULE A

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
BYTEONLINE	76/025,831	April 7, 2000
BYTEONLINE	76/025,826	April 7, 2000