

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p><b>1. Name of conveying party(ies):</b></p> <p>Epylon Corporation</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State = Delaware</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Name: <u>DBB Corporation</u></p> <p>Internal</p> <p>Address: _____</p> <p>Street Address: <u>104 Irongate Court</u></p> <p>City: <u>Alamo</u>                      State: <u>CA</u> Zip: <u>94507</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>California</u></p> <p><input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>3. Nature of conveyance:</b></p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 30, 2003</u></p>	<p><b>4. Application number(s) or registration number(s):</b></p> <p>A. Trademark Application No.(s) <u>75/903,922</u></p> <p>_____</p> <p>B. Trademark Registration No.(s) _____</p> <p>_____</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>5. Name and address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Eileen M. Sullivan</u></p> <p>Internal Address: <u>Bingham McCutchen LLP</u></p> <p>_____</p> <p>Street Address: <u>150 Federal Street</u></p> <p>_____</p> <p>City: <u>Boston</u>                      State: <u>MA</u>                      Zip: <u>02110</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 5px;">1</span></p> <p><b>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></b></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><b>8. Deposit account number:</b></p> <p><u>500927</u></p>
<b>DO NOT USE THIS SPACE</b>	
<p><b>9. Signature.</b></p> <p><u>Cristina Gonzalez</u>                                            <u>August 05 2003</u></p> <p>Name of Person Signing                      Signature                      Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">7</span></p>	

CH \$40.00 500927 75903922

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

**EXHIBIT L-1****TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is executed as of June 30, 2003 by Epylon Corporation, f/k/a Nolyte Acquisition Corporation, a Delaware corporation, having a place of business at 645 Harrison Street, Suite 200, San Francisco, California 94107 ("Epylon") and DBB Corporation, a California corporation, having a place of business at 104 Irongate Court, Alamo, CA 94507 ("DBB").

**Background**

Epylon and DBB have entered into an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Asset Purchase Agreement.

Epylon has adopted and used and is using the trademarks identified on Exhibit A (the "Marks"), and is the owner of the registrations and pending registrations and applications for registration for such Marks in the United States Patent and Trademark Office and various countries identified on said Exhibit A (the "Applications and Registrations"). Epylon desires to assign the Marks and the Applications and Registrations to DBB pursuant to the Asset Purchase Agreement, and DBB is willing to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Epylon agrees as follows:

**1. ASSIGNMENT.**

**1.1. Assignment of Marks.** Epylon does hereby assign, sell and transfer unto DBB all right, title and interest in and to the Marks, together with: (a) the Applications and Registrations, (b) the goodwill of the business symbolized by and associated with the Marks and the Applications and Registrations, and (c) the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Applications and Registrations or such associated goodwill, together with that portion of Epylon's business in connection with which it has a bona fide intent to use the Marks.

**1.2 Security Interest.** Simultaneously with this Assignment and pursuant to the Asset Purchase Agreement, DBB hereby grants a continuing security interest in and first priority lien for the benefit of Epylon in the Marks and the Applications and Registrations, to secure DBB's payment, performance and satisfaction of all obligations of the Promissory Note. In addition, DBB has executed in blank and delivered to Epylon, a trademark assignment in substantially the form of Exhibit B attached hereto (the "Default Assignment"). DBB hereby authorizes Epylon to complete as assignee and record with the United States Patent and Trademark Office the Default Assignment upon the occurrence and during the continuance of an Event of Default (as defined in the

Promissory Note). In addition to the foregoing, DBB assigns all right, title and interest whether owned at the time of default or arising or acquired thereafter, in and to the Marks and the Applications and Registrations; provided that such assignment shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) upon the written demand by Epylon at any time during such continuance.

**2. MISCELLANEOUS.**

**2.1 Further Assurances.** Each party covenants and agrees that, subsequent to the execution and delivery of this Assignment and without any additional consideration, it will, execute and deliver any further legal instruments and perform any acts which are or may become reasonably necessary to effectuate the purposes of this Assignment, including, without limitation, the execution of any documents of assignment as reasonably requested by a party.

**2.2 Notices.** All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by written telecommunication, as follows:

If to Epylon, to:

Epylon Corporation (to be known after the Closing as "Nolype Corporation")  
645 Harrison Street, Suite 200  
San Francisco, CA 94107  
Attention: President

If to DBB, to:

DBB Corporation  
104 Irongate Court  
Alamo, CA 94507  
Attention: Timothy Blanton

Any such notice shall be effective (a) if delivered personally, when received, (b) if sent by overnight courier, when receipted for, (c) if mailed, three (3) days after being mailed as described above, and (d) if sent by written telecommunication, when dispatched.

**2.3. Entire Agreement.** This Assignment contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the parties hereto.

**2.4. Governing Law.** The validity and construction of this Assignment shall be governed by the internal laws (and not the conflicts rules) of the State of California.

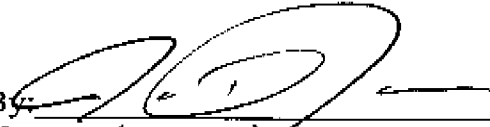
**2.5. Sections and Section Headings.** The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

**2.6. Severability.** In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Assignment and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein.

**2.7. Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

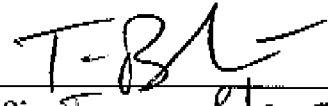
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Epylon, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 30<sup>th</sup> day of June, 2003.

By:   
Name: Kevin Deas  
Title: President

The foregoing assignment of said Marks and Applications and Registrations therefor by Epylon to DBB is hereby accepted as of the 30<sup>th</sup> day of June, 2003.

DBB CORPORATION

By:   
Name: Tim Blarum  
Title: CEO

STATE OF CA  
\_\_\_\_\_  
COUNTY OF San Francisco

ss.

On this the 19 day of June, 2003, before me appeared Kevin Teras + Tim Blanton, the person who signed this instrument, who acknowledged that (s)he is the President + CEO of Nolype DBB and that (s)he signed such instrument as a free act on behalf of Nolype DBB.

[Signature]  
\_\_\_\_\_  
[Seal] Notary Public



My commission expires:



[To be reviewed and updated as necessary]

**EXHIBIT A**

<b>Trademark</b>	<b>App/Reg. No.</b>	<b>Country</b>	<b>Filed</b>	<b>Status</b>
EPYLON	75/903,922	U.S.	1/27/00	Approved by Examining Attorney for publication for opposition. Publication date not yet set.
EPYLON	2,299,122	Argentina	7/28/00	pending
EPYLON	844243	Australia	7/27/00	published 3/8/01
EPYLON	823020460	Brazil	7/27/00	published 2/28/01; republished 4/24/01
EPYLON	1,069,036	Canada	7/26/00	pending
EPYLON	504,996	Chile	10/19/00	pending
EPYLON	2000111703	China	7/27/00	office action response filed 12/15/00
EPYLON	001795798	European Community	7/27/00	office action response filed 12/26/00
EPYLON	30056004.4	Germany	7/27/00	office action response filed 3/13/01
EPYLON	16852/2000	Hong Kong	7/27/00	office action response due 7/3/01
EPYLON	2000-83068	Japan	7/27/00	office action response due 7/2/01
EPYLON	438750	Mexico	7/27/00	registration fees paid 5/25/01
EPYLON	619750	New Zealand	7/27/00	office action response due 8/2/01
EPYLON	2000 08659	Norway	7/27/00	office action response due 6/27/01
EPYLON	8940/2000	Switzerland	7/27/00	office action issued 1/26/01; office action response due 7/30/01
EPYLON	89043213	Taiwan	7/27/00	pending
EPYLON	2240750	United Kingdom	7/27/00	registered 3/9/01; renewal due 7/27/10

**BINGHAM McCUTCHEN**

# Facsimile

TO	Assignment Division	CLIENT/MATTER	0050040/0000302115
COMPANY	U.S. PTO	PHONE NUMBER	703-308-9723
FROM	Eileen M. Sullivan, Trademark Paralegal	FAX NUMBER	703-306-5995
DATE	8/25/03	TKPR NO	13544
		TOTAL PAGES	8

Bingham McCutchen LLP  
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 Boston, MA  
 02110-1726

617.951.8000  
 617.951.8736 fax

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**Our fax number is 617.951.8736. The Fax Operator is Eileen M. Sullivan. If there are any problems during this transmission, please call our office at 617.951.8144.**

The information in this transmittal is privileged and confidential and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmittal to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmittal is prohibited. If you have received this transmittal in error, please notify us immediately at 617.951.8295 and return the transmittal to the sender. Thank you.

SENDER'S CONFIRMATION

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DATE/TIME STAMP: