

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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):

Razorfish, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Leuf 1970 Inc.

Internal _____
Address: _____

Street Address: 1522 Cloverfield

City: Santa Monica State: CA Zip: 90404

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 21, 2001

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

A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

2,030,284

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

Name: Becky L. Troutman

Internal Address: Thelen Reid & Priest LLP

Street Address: P.O. Box 190187

City: San Francisco State: CA Zip: 94119

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

500918

DO NOT USE THIS SPACE

9. Signature.

Becky L. Troutman *Becky L. Troutman* 7/25/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

Guidelines for Completing Trademarks Cover Sheets

TRADEMARK #772519 v1

CH \$40.00 500918 2030284

ORIGINAL
NUMBER 3 OF
4 COUNTERPARTS

**Leuf 1970 Inc.
2807 Second Street, #6
Santa Monica, California 90405**

May 21, 2001

BY FACSIMILE

Mr. Jean-Philippe Maheu
Razorfish, Inc.
32 Mercer Street
New York, NY 10013

Re: Agreement between Razorfish, Inc. and Leuf 1970 Inc.

Mr. Maheu:

The purpose of this letter agreement (the "**Agreement**") is to set forth certain binding agreements among Razorfish, Inc., a Delaware corporation ("**Razorfish**"), Leuf 1970 Inc., a Delaware corporation (the "**Company**") and Janet Arlotta and Justin Leibow (collectively, the "**Principals**") in connection with the transfer of certain assets from Razorfish to the Company in consideration of certain covenants, agreements and releases by the Company and the Principals for the benefit of Razorfish as provided herein.

Upon full execution hereof, this Agreement is intended by Razorfish, the Company and the Principals to be a binding agreement as to the terms contained herein and shall be supported and supplemented by the execution and delivery of certain additional agreements, certificates, assignments and other instruments as provided herein.

1. **Assignment of Trademark and Related Rights.** Razorfish hereby sells, assigns and transfers to the Company or the Company's designee (provided that such designee is identified to Razorfish prior to May 31, 2001 and acceptable to Razorfish in its reasonable discretion), free and clear of any liens or encumbrances, the entire right, title and interest in and to (a) all Intellectual Property (as defined below) of Razorfish that is or was used or held for use exclusively in connection with the conduct of the business and operations of Fuel (the "**Business**"), and (b) all of Razorfish's customer or client lists used exclusively in connection with the conduct of the Business. For purposes of this Agreement, "**Intellectual Property**" shall mean the following intellectual property of Razorfish (and the rights associated therewith): trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; non-public information, trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any person other than Razorfish; domain names, including all of Razorfish's rights to the registration thereof with InterNic through any third party service

provider or otherwise; copyrighted works and registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; all technical, processing, manufacturing or marketing information, including new developments, inventions, know-how, processes, ideas and trade secrets and documentation thereof and any similar intellectual property or proprietary rights or information. For purposes of this Agreement, the Intellectual Property and other assets transferred pursuant to this Section 1 shall hereinafter be referred to as the "Acquired Assets." As soon as practicable after the execution of this Agreement, the parties shall execute and deliver any and all agreements, certificates, assignments or other instruments, including, but not limited to any Trademark Assignments and Registrant Name Change Agreements and to perform any acts that may be necessary to fully effectuate and record the above assignments.

2. Assignment of Film and Video Intellectual Property.

3. Ownership of Archive.

4. Employment of Principals.

claims related to such Principal's employment with Razorfish, a copy of which is attached hereto as Exhibit A.

5. Corporate Name.

6. Expenses. Each of the parties to this Agreement shall bear his, her or its own costs and expenses, including without limitation, attorneys' fees, incurred in connection with the negotiation and execution of this Agreement.

7. Confidentiality; Publicity. The parties hereto, along with their respective officers, directors, employees and professional advisors, shall keep the financial and other consideration-related terms of this Agreement secret and confidential, provided that disclosures required by law shall be permitted. Notwithstanding the foregoing, the Company and Razorfish shall jointly release a mutually acceptable public announcement regarding the general nature of the relationship of the parties, the existence of the Agreement and the consummation of the transactions contemplated hereby. In addition, Razorfish and the Company shall, as soon as practicable after the execution of this Agreement, develop a mutually acceptable standard response to unsolicited inquiries relating to the subject matter of this Agreement.

8. Representations and Warranties of Razorfish. Razorfish hereby represents and warrants that, as of the date hereof: (a) it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement and the Company's use of the Acquired Assets; shall not conflict with its charter or bylaws, or any agreement, order, or judgment to which it is bound; (c) Razorfish has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby; (d) the execution, delivery and performance by Razorfish of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all requisite corporate action of Razorfish and no additional corporate authorization or consent is required in connection with the execution, delivery and performance by Razorfish of this Agreement; (e) except as provided in this Agreement, Razorfish has good and marketable title to the Acquired Assets, free and clear of all liens or encumbrances; (f) Razorfish is consummating the transactions contemplated hereby, including transfer of certain of its assets to the Company and the Principals, in good faith and without any intent to defraud creditors of Razorfish; (g) after giving effect to the transactions contemplated by the Agreement Razorfish will not be rendered insolvent under generally accepted accounting principals, and

Razorfish will be able to pay all of its debts and liabilities, including unrecorded contingent liabilities, as they mature.

9. Representations and Warranties of the Company and the Principals. Each of the Company and the Principals hereby represents and warrants that: (a) it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement shall not conflict with the Company's charter or bylaws, or any agreement, order, or judgment to which any of the Company or the Principals is bound; (c) the Company has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby; and (d) the execution, delivery and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all requisite corporate action of the Company and no additional corporate authorization or consent is required in connection with the execution, delivery and performance by the Company of this Agreement.

10 Indemnification by the Company. The Company shall indemnify Razorfish and each of its employees, officers, directors and Affiliates against any and all liabilities and expenses (including amounts paid in satisfaction of judgments, in compromise, as fines and penalties, and as counsel fees) reasonably incurred by him or it in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or it may be involved or with which he or it may be threatened as a direct result of work performed by the Company for (a) any person or entity (other than Razorfish) after May 31, 2001, or (b) any non-Razorfish client, whether before or after May 31, 2001.

11. Further Assurances. Each party shall execute and deliver such additional instruments and other documents and shall take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby. In the event that any such further action requires extraordinary or unreasonable expense, such expense shall be paid by the party requesting such action.

12. Miscellaneous. This Agreement contains the entire agreement among Razorfish, the Company and the Principals in connection with the subject matter hereof and supersedes all prior agreements, whether written or oral, among the parties hereto regarding the same subject. This Agreement may be modified by subsequent written agreement signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the state of California. This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one agreement.

The undersigned parties have executed this Agreement as of the date first written above.

LEUF 1970 INC.

By: Justin Leibow
Justin Leibow, President

By: Janet Arlotta
Janet Arlotta, Chief Executive Officer

PRINCIPALS

Janet Arlotta
Janet Arlotta

Justin Leibow
Justin Leibow

RAZORFISH, INC.

By: _____
Jean-Philippe Maheu
Chief Executive Officer

The undersigned parties have executed this Agreement as of the date first written above.

LEUF 1970 INC.

By: _____
Justin Leibow, President

By: _____
Janet Arlotta, Chief Executive Officer

PRINCIPALS

Janet Arlotta

Justin Leibow

RAZORFISH, INC.

By: _____
Jean-Philippe Maheu
Chief Executive Officer

**SIGN
HERE** ←