

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loudfire, Inc.		07/22/2003	CORPORATION: KANSAS

RECEIVING PARTY DATA	
Name:	Pumatech, Inc.
Street Address:	2550 North First Street, Suite 500
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78089555	LOUDPC
Serial Number:	76117157	LOUDFIRE

CORRESPONDENCE DATA	
Fax Number:	(408)321-3886
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-321-3860
Email:	rmosher@pumatech.com
Correspondent Name:	Richard Mosher
Address Line 1:	2550 North First Street, Suite 500
Address Line 4:	San Jose, CALIFORNIA 95131

ATTORNEY DOCKET NUMBER:	9287-14 (LOUDFIRE/PUMATEC)
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NAME OF SUBMITTER:	Linda L. Partmann
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Total Attachments: 4
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CH \$65.00 78089555

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into as of July 22, 2003 by and between Loudfire, Inc., a Kansas corporation ("Seller") and Pumatech, Inc., a Delaware corporation ("Buyer").

RECITALS

A. Seller, Buyer and Craig Johnson have entered into an Asset Purchase Agreement dated as of July 2, 2003 (the "Asset Purchase Agreement").

B. In conjunction with the Asset Purchase Agreement, Seller and Buyer desire to effect the assignment to and assumption by Buyer of: (i) the patents and patent applications, any and all divisional applications, continuing applications, or reissue patents restated thereto or based thereon, any and all patents issuing thereon, and any and all foreign patents and patent applications corresponding thereto or relying thereon for its filing or convention date, as set forth on Schedule 2.1(d) to the Asset Purchase Agreement, which Schedule is attached hereto as Exhibit A (the "Patents"), (ii) the trademarks and/or service marks as set forth on Schedule 2.1(d) to the Asset Purchase Agreement, which Schedule is attached hereto as Exhibit A (the "Trademarks") and (iii) the Internet domain names as set forth on Schedule 2.1(d) to the Asset Purchase Agreement, which Schedule is attached hereto as Exhibit A (the "Domains"). The Patents, Trademarks and Domains are collectively referred to herein as the "Rights".

AGREEMENT

In consideration of the mutual representations, promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby assigns, transfers, grants, sells and otherwise conveys to Buyer all of Seller's right, title and interest in and to the Rights, applications to register therefor, together with all goodwill symbolized by and associated with the business conducted under the Rights and that portion of the business represented and symbolized by Rights, and all claims for damages by reason of past infringements of the Rights with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

2. Transfer of Patents and Trademarks. Seller authorizes the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments to issue or transfer all said Patents and Trademarks and applications therefor to Buyer, as assignee thereof, or otherwise as Buyer may direct.

3. Transfer of Domains. Seller shall, at its expense, submit all appropriate forms to BulkRegister, LLC and DomainPeople, Inc., or any other domain name registrar through which it acquired any or all of the Domains, and execute such other forms or documents as may be reasonably necessary to transfer such Domains to Buyer.

4. Further Actions. Seller hereby agrees to execute such other documents and to take such further actions as reasonably requested by Buyer to perfect Buyer's interest in the Rights.

5. Miscellaneous. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto. This Agreement and the Asset Purchase Agreement (and the other documents contemplated thereby) constitute the entire agreement between the parties and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns. This Agreement may be executed in two counterparts, both of which shall be deemed an original but all of which together shall constitute one and the same instrument. All notices, requests, demands, claims, and other communications hereunder shall be in writing made as set forth in Section 10.5 of the Asset Purchase Agreement. This Agreement shall be governed in all respects by the laws of the State of California. No terms, provisions, or conditions of this Agreement may be modified, altered, amended, changed, or extended in any way without an amendment to this Agreement signed by Buyer and Seller.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SELLER:

LOUDFIRE, INC.,
A Kansas corporation

By: *Craig Johnson*

Name: Craig Johnson

Title: CEO Chief Executive Officer

BUYER:

PUMATECH, INC.,
a Delaware corporation

By: *Walden Hobbs*

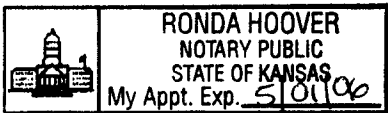
Name: Walden Hobbs

Title: President

State of Kansas)
County of Sedgwick) ss:

Before me personally appeared said Craig Johnson, / and acknowledged the foregoing instrument to be his free act and deed this 22nd day of July, 2003.
Chief Executive Officer of Loudfire, Inc.,

Ronda Hoover
Ronda Hoover



(Notary Public)

EXHIBIT A

Schedule 2.1(d) to the Asset Purchase Agreement

Trademarks

1. loudpc (Design plus words, letters and/or numbers)

Serial No. 78089555

Filing Date: October 22, 2001

Owner: Loudfire, Inc.

2. loudfire (Design plus words, letters and/or numbers)

Serial No. 76117157

Filing Date: August 28, 2000 (filed as ITU)

Abandonment Date: October 31, 2002

Patents

1. Patent for a method and apparatus for providing remote access of personal data.

United States Patent Application No. 20030120784

Serial No. 178423

Filing Date: June 24, 2002

Inventors: Craig Johnson
Kent Johnson
Steve Newcomb
Jose Solorzano
Jack Squires

Domain Names

1. webtopc.com
2. loudconnect.com
3. loudgateway.com
4. loudstb.com
5. loudcenter.com
6. myloudpc.com
7. loudpc.net
8. loudpc.com
9. loudpc.org
10. loudfire.com