

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Christopher B. McKay
[X] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State: California
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies):
Name: iBeam Technologies, Inc.
Internal Address:
Street Address: P.O. Box 495
City: Pebble Beach State: CA ZIP: 93953-0495
[] Individual(s) citizenship:
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] Other
If assignment 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) and addresses attached? [] Yes [X] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: April 27, 2004

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
IBEAM 78/352,534
Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s)
MAGNAWATCH 2,492,885
Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Trademark Docket/John L. Slafsky
Internal Address:
Wilson Sonsini Goodrich & Rosati
Professional Corporation
Street Address: 650 Page Mill Road
City: Palo Alto State: California ZIP: 94304

6. Total number of applications and registrations involved 2
7. Total fee (37 CFR 3.41) \$65.00
[] Enclosed
[X] Authorized to be charged to deposit account
If fee insufficient, please charge
8. Deposit account number: 23-2415 Attn.: 30641.006
(Attach duplicate copy of this page if paying by deposit account.)

CH \$65.00 232415 78352534

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.
John L. Slafsky Name of Person Signing
Signature Date 5/18/04
Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

TRADEMARK REEL: 002857 FRAME: 0053

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**IP Agreement**") is made and entered into as of April 27, 2004 (the "**Effective Date**") by and between iBeam Technologies, Inc., a Delaware corporation (the "**Company**"), and Christopher B. McKay, an individual, (the "**Assignor**").

- A. WHEREAS, Assignor is a founder of the Company;
- B. WHEREAS, Assignor and Company have entered into a Stock Purchase Agreement (the "**SPA**") for the purchase by Assignor of Company's Common Stock ("**Shares**"); and
- C. WHEREAS, Assignor desires to assign and transfer to the Company his proprietary and contractual rights, title, and interest in and to the **IP Assets** (as defined below) as consideration for the Company's agreement to sell the Shares.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 "**Derivative**" means: (i) any derivative work (as defined in Section 101 of the U.S. Copyright Act) of any IP Asset; (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of any IP Asset; and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the IP Assets.

1.2 "**Embodiment**" means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the IP Assets or in which all or any part of the IP Assets are set forth, embodied, recorded or stored.

1.3 "**Intellectual Property Right(s)**" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures; (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) mask works, mask work registrations and applications therefor, and all other rights corresponding thereto throughout the world; (vi) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world;

and (vii) all trade secrets and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

1.4 "IP Assets" means those assets listed on **Exhibit A** (attached hereto), including all Derivatives and Embodiments thereof, and all Intellectual Property Rights in any and all of the foregoing.

2. **Assignment and Delivery.** Effective on the Effective Date, in consideration of the receipt of the Shares pursuant to the SPA of even date herewith between the Company and the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, grants, conveys, delivers and relinquishes exclusively to the Company, its successors and assigns, any and all of Assignor's entire right, title and interest in and to each and all of the IP Assets.

3. **Assignor Representations and Warranties.** Assignor represents and warrants to the Company, its successors and assigns that: (i) Assignor owns the IP Assets, and has all rights necessary to effect the assignment granted in Section 2, above; (ii) Assignor has not granted any licenses, grants, options, mortgages or other rights to the IP Assets to any third party; (iii) each IP Asset is free of any liens, encumbrances, security interest or restrictions on transfer; (iv) none of the IP Assets violate, infringe or misappropriate any Intellectual Property Right of any third party; (v) by transferring the IP Assets to the Company as proposed, the IP Assets will not violate, infringe or misappropriate, any Intellectual Property Right of any third party, nor will Assignor be in breach of any contracts by which Assignor is bound; and (vi) there are no legal actions, investigations, claims or proceedings pending or threatened related to the IP Assets. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

4. **Further Assurances; Appointment of Attorney-in-Fact.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this IP Agreement, including but not limited to executing and delivering to Company the Patent Assignment attached as **Exhibit B**, the Trademark Assignment – Common Law attached as **Exhibit C** and the Trademark Assignment – United States attached as **Exhibit D**. Assignor further agrees, promptly upon request of the Company, its successors and assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the IP Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving such rights and any adjudication of the same. Assignor hereby designates and appoints the Company and the Company's successors and assigns, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Company's rights in the IP Assets with the same legal force and effect as if executed by Assignor.

5. **Acceptance of Assignment.** The Company, by its execution below, hereby accepts the IP Assets and shall be entitled to all benefits to be derived therefrom from and after the Effective Date.

6. **Release.** Assignor hereby releases and discharges the Company, and its affiliates, agents, officers, directors, employees, investors, shareholders and successors ("**Company Affiliates**"), from any and all debts, claims, demands, contracts, damages, liabilities, costs or expenses, actions, complaints and any and all other claims and obligations whatsoever, whether known or unknown, disclosed or undisclosed, both at law and in equity, which Assignor may now have, or may ever have in the future against the Company and Company Affiliates with respect to the IP Assets.

7. **General.**

7.1 **Counterparts.** This IP Agreement may be signed in counterparts, which together, will constitute one original of this IP Agreement.

7.2 **Entire Agreement.** This IP Agreement, including all Schedules attached hereto and hereby incorporated by reference, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.

7.3 **Governing Law; Jurisdiction.** THIS IP AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS. BOTH PARTIES HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN THE NORTHERN DISTRICT OF CALIFORNIA.

7.4 **Headings.** The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this IP Agreement.

7.5 **Injunctive Relief.** If either party breaches, or threatens to breach any material provision of this IP Agreement, both parties agree that the non-breaching party would have no adequate remedy at law and would therefore be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

7.6 **No Third Party Beneficiaries.** Unless otherwise expressly provided, no provisions of this IP Agreement are intended or shall be construed to confer upon or give to any person or entity other than the parties hereto (and their authorized assignees) any rights, remedies or other benefits under or by reason of this IP Agreement.

7.7 **Severability.** If any provision of this IP Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this IP Agreement, and the remaining provisions remain in full force and effect.

7.8 **Waiver.** The failure of either party to enforce any provision of this IP Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of

any provision of this IP Agreement shall not constitute a waiver of the other party's future obligation to comply with such provision.

IN WITNESS WHEREOF, the parties represent that they have read this IP Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this IP Agreement and fully understand this IP Agreement:

ASSIGNOR

COMPANY

By: Chris McKay

By: Chris McKay

Name: Chris McKay

Name: Chris McKay

Address: 24206 Handway Dr
Carmel, CA 93923

Address: 24206 Handway Dr
Carmel, CA 93923

EXHIBIT A**IP ASSETS**

- The current business plan of the Company (attached hereto as Schedule BP), all previous versions of the business plan and all ideas, concepts, processes, methods and methodologies embodied therein (collectively, the “**Business Plan**”).
- All documentation, works of authorship, inventions (whether patentable or not) or other embodiments created and/or developed, performed, acquired or authored in whole or in part by the Assignor in connection with the Business Plan, regardless of the medium on which such documentation is embodied (*e.g.*, electronic form, CD-ROM).
- Any and all right, title and interest the Assignor has in the Company’s business, as proposed to be conducted pursuant to the Business Plan or otherwise.
- Any and all invention disclosures, patents and patent applications, pursuant to the Business Plan, in which Assignor is listed as an inventor, including but not limited to U.S. Patent No. 5,706,255, U.S. Patent No. 5,883,860, U.S. Patent No. 6,480,441 B1 and U.S. Application No. 10/289,154.
- Any copyright registrations, pursuant to the Business Plan, in which Assignor has an ownership interest.
- Any Internet domain names, pursuant to the Business Plan, in which Assignor has an ownership interest.
- All trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world, pursuant to the Business Plan, in which Assignor has an ownership interest, including but not limited to MAGNAWATCH, IBEAM and the IBEAM logo.

SCHEDULE BP
BUSINESS PLAN

EXHIBIT B

PATENT ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Christopher B. McKay** (the "Assignor"), an individual, hereby sells and assigns to **iBeam Technologies, Inc.** a corporation formed under the laws of Delaware having an office and place of business at 24806 Handley Drive, Carmel CA 93923 (the "Assignee"), his entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in **Schedule PT**, annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in **Schedule PT**, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on **Schedule PT**, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

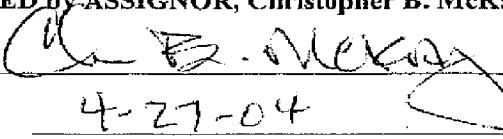
The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.


The Assignor hereby grants the Assignee and Assignee's attorneys, power to insert in this assignment, including the attached **Schedule PT**, any further information regarding the patents and patent applications so identified in such **Schedule PT** that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

[Signature Page Follows.]

SIGNED by ASSIGNOR, Christopher B. McKay:


Date: 4-27-04

SIGNED on behalf of the ASSIGNEE, iBeam Technologies, Inc.

By:  PRESIDENT
Print Name: Chris McKay
Date: 4-27-04

Schedule PT

PATENTS AND PATENT APPLICATIONS

U.S. Patent No. 5,706,255

U.S. Patent No. 5,883,860

U.S. Patent No. 6,480,441 B1

U.S. Application No. 10/289,154

EXHIBIT C

TRADE MARK ASSIGNMENT – COMMON LAW

THIS ASSIGNMENT is made the 27 day of April 2004 between Christopher B. McKay, an individual residing at 24806 Handley Drive, Carmel, CA 93923 (hereinafter called the Assignor) of the one part and iBeam Technologies, Inc., a corporation of the State of Delaware located at 24806 Handley Drive, Carmel, CA 93923 (hereinafter called the Assignee) of the other part.

WHEREAS

1. The Assignor is the Proprietor of the trademarks shown in Schedule TM – Worldwide hereto (collectively, the "Trademarks").
2. The Assignor has agreed that the right, title and interest in and to the Trademarks shall be assigned to the Assignee for the consideration hereinafter appearing.

NOW THIS ASSIGNMENT WITNESSES that, in consideration of the sum of \$1 U.S. (One U.S. Dollar) and other consideration paid by the Assignee to the Assignor, including without limitations the duties and obligations of Assignee and the Assignor set forth in the Stock Purchase Agreement of April 26, 2004 and the Intellectual Property Assignment Agreement of April 26, 2004, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee ALL THAT the said Trademarks, including for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the Trademarks are used, together with the goodwill of the business associated with and symbolized by the Trademarks and the right of the Assignee to bring actions and claim relief in respect of any infringement or other violation of rights with respect to any of the Trademarks occurring prior to the date hereof TO HOLD the same unto the Assignee absolutely.

The Assignor hereby consents, without any objection, that Assignee solely request recording of this transfer in any jurisdiction where a recording of this transfer may be effected. Assignor agrees that he will cooperate fully with Assignee in completing any further documents that shall be reasonably requested by Assignee in order to complete the assignment of right, title and interest to the Trademarks, provided,

however, any costs or expenses (including any taxes of any kind) associated with the recordation of any such further document shall be borne solely by Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Assignor has executed these presents the day and year first above written.

Christopher B. McKay

Chris B. McKay

Accepted by: iBeam Technologies, Inc.

By: Chris McKay

Name: CHRIS MCKAY

Position: PRESIDENT

Schedule TM – Worldwide

Trademark

IBEAM



Jurisdictions

Common law

Common law

EXHIBIT D

TRADE MARK ASSIGNMENT – UNITED STATES

THIS ASSIGNMENT is made the 27 day of April 2004 between Christopher B. McKay, an individual residing at 24806 Handley Drive, Carmel, CA 93923 (hereinafter called the Assignor) of the one part and iBeam Technologies, Inc., a corporation of the State of Delaware located at 24806 Handley Drive, Carmel, CA 93923 (hereinafter called the Assignee) of the other part.

WHEREAS

1. The Assignor is the Proprietor of the Registered Trademarks and/or pending applications shown in Schedule TM – United States hereto (collectively, the "Trademarks").
2. The Assignor has agreed that the right, title and interest in and to the Trademarks shall be assigned to the Assignee for the consideration hereinafter appearing.

NOW THIS ASSIGNMENT WITNESSES that, in consideration of the sum of \$1 U.S. (One U.S. Dollar) and other consideration paid by the Assignee to the Assignor, including without limitations the duties and obligations of Assignee and the Assignor set forth in the Stock Purchase Agreement of April 26, 2004 and the Intellectual Property Assignment Agreement of April 26, 2004, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee ALL THAT the said Trademarks, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the Trademarks are used, together with the goodwill of the business associated with and symbolized by the Trademarks and the right of the Assignee to bring actions and claim relief in respect of any infringement or other violation of rights with respect to any of the Trademarks occurring prior to the date hereof TO HOLD the same unto the Assignee absolutely.

The Assignor hereby consents, without any objection, that Assignee solely request recording of this transfer in any jurisdiction where a recording of this transfer may be effected. Assignor agrees that he will cooperate fully with Assignee in completing any further documents that shall be reasonably requested by Assignee in order to complete the assignment of right, title and interest to the Trademarks provided,

however, any costs or expenses (including any taxes of any kind) associated with the recordation of any such further document shall be borne solely by Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Assignor has executed these presents the day and year first above written.

Christopher B. McKay

Christopher B. McKay

Accepted by: iBeam Technologies, Inc.

By: Christopher McKay

Name: Christopher McKay

Position: President

Schedule TM – United States

<u>Trademark</u>	<u>(Application)/Registration Serial Number</u>	<u>(App.)/Reg. Date</u>
MAGNAWATCH	2492885	Sep. 25, 2001
IBEAM	(78-352534)	(Jan. 15, 2004)