

11-06-2003

U.S. Department of Commerce
Patent and Trademark Office



11.503

102594492

To the Honorable Commissioner of Patents and Trademarks, I hereby request the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sonic Foundry, Inc.

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
 Corporation-State
___ Other Maryland

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

2. Name and Address of receiving party(ies)
Name: SP Software Acquisition Company
Address: 10202 W. Washington Blvd.
Culver City, California 90232

___ 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: July 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/126,494
B. Trademark Registration No.(s) 2,587,076, 2,634,709, 2,638,964, 2,667,583, 2,483,221, 2,725,375, 2,633,529, 1,999,218, 2,701,212, 2,452,037, 2,687,232, 2,580,125

Additional numbers attached? ___ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Lynn S. Fruchter
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 13

NOV - 5 PM 3:15
OPR/FINANCE

7. Total fee (37 CFR 3.41)..... \$ 340
 Enclosed
___ Any deficiency is authorized to be charged to
___ Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415
(Attach duplicate copy of this page if paying by deposit account)

11/06/2003 6TOM11 00000003 76126494
01 FC:8521 40.00 OP
02 FC:8522 300.00 OP

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.

Lynn S. Fruchter *Lynn S. Fruchter* Oct. 23, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail to: Mail Stop Assignment Recordation Services USPTO, P.O. Box 2450, Alexandria, Virginia 22313-1450

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Agreement"), dated as of July 30, 2003, is entered into by and between SP Software Acquisition Company, a Delaware corporation (the "Assignee"), and Sonic Foundry, Inc., a Maryland corporation (the "Assignor"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Asset Purchase Agreement, dated as of June 6, 2003 (such agreement as may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and between the Assignor and the Assignee.

Recitals

WHEREAS, pursuant to the Purchase Agreement, the Assignee has agreed to purchase certain assets of the Assignor and assume certain liabilities of the Assignor on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the Assignor owns certain trademark rights as set forth herein; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor transfers to Assignee the goodwill and assets of the businesses associated with the Assigned Rights (as defined below).

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement and this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

Assignment

1. Assignment. The Assignor hereby sells, assigns, transfers and conveys to the Assignee in all platforms and media, whether now existing or hereafter created, in perpetuity throughout the universe, all right, title and interest, if any, in, to and under: (i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, in each case relating to the Purchased Assets and/or the Business, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (the "Assigned Trademarks"); (ii) the right to sell, license, exercise or otherwise dispose of all or any part of the Assigned Trademarks by any and all means and media, whether now known or hereafter created; (iii) all renewals, extensions, and continuations of all registrations and/or applications relating to the Assigned Trademarks; (iv) all Contract Rights, Documents and General Intangibles (as such terms are defined in the California Commercial Code) relating to or arising out of the Assigned Trademarks, together with all proceeds thereof; (v) all royalties, income, payments, claims, damages, demands and proceeds in connection with any of the foregoing, whether now accrued or accruing in the future, including without limitation all rights to sue and recover for any past infringement, misappropriation, accountings for royalties or breach of any of the Assigned Trademarks; (vi) the goodwill and

assets of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill; and (vii) any and all assignments and other agreements granting to Assignor any right in, to or under the Assigned Trademarks to which Assignor is a party, that are Assigned Contracts (collectively, the rights described herein comprise the "Assigned Rights").

2. Third Parties. The assumption by the Assignee of the Assigned Rights does not expand the rights or the remedies of any third party against the Assignee as compared to the rights and remedies which such third party would have had against the Assignor had the Assignee not assumed the Assigned Rights or consummated the transactions contemplated by the Purchase Agreement. Nothing contained herein shall, or shall be construed to, prejudice the right of the Assignee to contest any claim or demand with respect to any obligation or liability assumed hereunder and the Assignee shall have all rights which the Assignor may have or have had to defend or contest any such claim or demand. Notwithstanding anything to the contrary in this Agreement, nothing contained herein shall constitute an agreement (or an attempt) to assign or transfer any Assigned Right which is not assignable without the consent of a third party, unless and until such consent has been obtained.

3. Further Assurances. The Assignor shall, without the necessity of any further consideration, take all such further actions and execute all such further documents and instruments as shall be necessary or convenient to carry out more effectively the purposes of this Agreement, including without limitation promptly notifying and/or seeking approval from all third parties whose actions have affected or are expected to affect the Assigned Rights. All such actions, documents and instruments shall be in form and substance acceptable to the Assignee. If the Assignee cannot, after reasonable effort, secure the Assignor's signature on any documents or instruments as shall be necessary or convenient to carry out more effectively the purposes of this Agreement, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, to act for and in its name and stead for the purpose of executing and filing, as appropriate, any such documents or instruments and taking all other lawfully permitted actions to further the prosecution and issuance of patents, copyrights, or similar protections thereon, with the same legal force and effect as if executed by it.

4. Representations and Warranties of the Assignor. The Assignor hereby represents and warrants to the Assignee that the following representations and warranties are true and correct.

4.1 Authorization. The Assignor has the requisite power and authority to execute and deliver this Assignment and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Assignor has been duly and validly authorized by all necessary action of the Assignor and no additional authorization on the part of the Assignor is necessary or desirable in connection with the execution, delivery and performance by the Assignor of this Agreement.

4.2 Binding Effect. This Agreement has been duly executed and delivered by the Assignor and is a legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.

4.3 No Violation. The execution, delivery and performance by the Assignor of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) conflict with, breach or violate any provision of any contract or other instrument to which the Assignor is a party or by which its assets are bound, or (ii) violate or result in a breach of or constitute a default under, any Law or judgment to which the Assignor is subject or by which its assets are bound or (iii) create or impose any Lien on any of the Assigned Rights.

4.4 Consents and Approvals. No Consent (other than those Consents already obtained by the Assignor) is required to be obtained by the Assignor, and no notice or filing is required to be given by the Assignor or made by the Assignor with, any other Governmental Body or other Person in connection with the execution, delivery and performance by the Assignor of this Agreement or the consummation of the transactions contemplated hereby, nor are any Consents or notifications required under any of the Contracts to which the Assigned Rights relate or any other Contract to which the Assignor is a party or by which it or any of its assets are bound relating to the consummation of the transactions contemplated by this Agreement.

5. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California, without reference to principles of conflicts of laws.

6. Successors and Assigns. This Agreement shall not be assigned by the Assignor by operation of law or otherwise without the prior written consent of the Assignee, and the Assignee may, without consent, assign this Agreement and all rights and obligations hereunder to any Person. This Agreement will be binding upon, inure to the benefit of and be enforceable by each party and such party's respective heirs, beneficiaries, executors, representatives and permitted assigns and successors.

7. Entire Agreement. This Agreement, the Purchase Agreement and the other Ancillary Agreements represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. To the extent the terms of this Agreement and similar terms of the Purchase Agreement are in conflict, the interpretation given to the conflicting terms of the Purchase Agreement shall govern the interpretation and performance of this Agreement.

8. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and may be given by any of the following methods: (a) personal delivery, (b) U.S. registered or certified mail, postage prepaid, return receipt requested, or (c) overnight delivery service. Notices shall be sent to the appropriate party at its address or facsimile number given in the Purchase Agreement.

9. Amendment, Waiver, and Termination. This Agreement may not be amended, modified, waived or terminated except by a writing signed by both the parties hereto. The waiver by any party hereto of a Breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such Breach or as a waiver of any other or subsequent Breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10. Headings. The titles, captions or headings of the Sections herein are for convenience of reference only and are not intended to be a part of or to affect or restrict the meaning or interpretation of this Agreement.

11. Legal Proceedings; Arbitration; Waiver of Jury Trial. The parties to this Agreement agree to be bound by Sections 9.6 and 9.7 of the Purchase Agreement as if such sections were set forth herein.

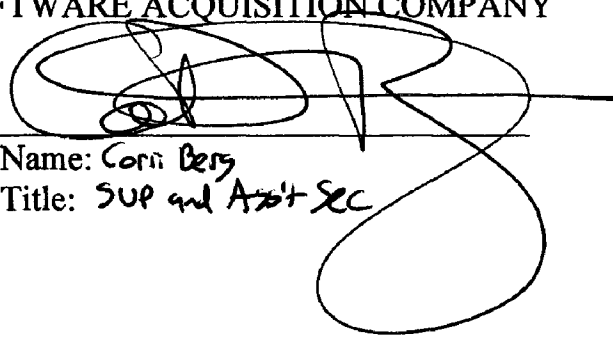
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered the Agreement as of the date first above written.

SP SOFTWARE ACQUISITION COMPANY

By:



A large, stylized handwritten signature in black ink, appearing to read 'Cori Berg', is written over a horizontal line. The signature is highly cursive and loops around the line.

Name: Cori Berg
Title: SUP and Acq't Sec

ACKNOWLEDGEMENT

STATE OF Wisconsin)

COUNTY OF Dane)

ss.:

On the 28 day of July, in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Cori Berg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and executed before me the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Joel B. Brudler
Notary Public (SEAL)

SCHEDULE I
ASSIGNED TRADEMARKS

Trademarks – Applied for Registration or Registered

U.S. Federal Trademarks

MARK	REGISTRATION NUMBER / (APPLICATION NUMBER)	FIRST USE IN COMMERCE	FILING DATE	REGISTRATION DATE/EXPIRATION
VIDEOFACTORY	(76/126,494)	ITU	9/12/00	Published for opposition on 5/18/03
ACID	2,587,076	5/19/98	4/14/99	7/02/02 – 7/02/12
ACIDIZED	2,634,709	2/1/99	7/19/01	10/15/02 – 10/15/12
ACIDPLANET.COM	2,638,964	8/15/99	7/24/01	10/22/02 – 10/22/12
AP LOGO	2,667,583	8/15/99	11/30/99	12/31/02 – 12/31/12
AUDIO ANYWHERE	2,483,221	5/1/99	6/7/99	8/28/01 – 8/28/11
BEATMAPPER	2,725,375	5/3/01	6/12/01	6/10/03 – 6/10/13
PERFECT CLARITY AUDIO	2,633,529	10/1/00	9/29/00	10/8/02 – 10/8/12
SOUND FORGE	1,999,218	7/7/93	2/13/95	9/10/96 – 9/10/06
SUPER DUPER MUSIC LOOPER	2,701,212	7/1/01	6/28/01	3/25/03 – 3/25/13
VEGAS	2,452,037	9/10/99	8/10/99	5/15/01 – 5/15/11
VEGAS VIDEO	2,687,232	6/1/00	2/7/01	2/11/03 – 2/11/13
WAVE HAMMER	2,580,125	2/01/01	9/29/00	6/11/02 – 6/11/12