

4/5/04

04-07-2004



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

RECORD TRADEMARK

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DEPARTMENT OF COMMERCE 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):

Sand Hill Capital II, L.P.

- Individual(s), Association, General Partnership, Limited Partnership (DE), Corporation-State, Other

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

2. Name and address of receiving party(ies)

Name: Xperius, Inc.

Internal Address:

Street Address: 550 California St.

City: San Francisco State: CA Zip: 94110

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State - DE, 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

OFFICE OF PUBLIC RECORDS FINANCE SECTION APR - 5 PM 3-11

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other: Bill of Sale

Execution Date: June 11, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,072,122 and 2,263,397

Additional number(s) attached Yes No

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

Name: Bill Pierznik

Internal Address: c/o STOEL RIVES LLP

Street Address: 900 SW Fifth Ave., Ste. 2600

City: Portland State: OR Zip: 97204

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 19-4455

(Attach duplicate copy of this page if paying by deposit account)

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.

Bill Pierznik

Name of Person Signing

Signature: [Handwritten Signature] Date: 4/2/04

Total number of pages including cover sheet, attachments, and document: 4

04/06/2004 ELUOPER 00000053 2072122

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

01 FC:0521 02 FC:0522

40.00 OP 25.00 OP

TRADEMARK REEL: 002944 FRAME: 0645

BILL OF SALE

In consideration of the execution and delivery of a Loan Agreement and Note providing for the payment of proceeds in an aggregate amount of \$3,000,000, and pursuant to and in accordance with the public foreclosure sale conducted by Sand Hill Capital II, L.P. ("Seller"), on June 10, 2002. Seller does hereby unconditionally and irrevocably sell, convey, assign, transfer and deliver to Xperius Inc., a Delaware corporation ("Buyer"), its successors and assigns, all of the legal, beneficial and other right, title and interest in and to the assets of Personic Inc. as described on Exhibit A hereto (collectively, the "Property") to the extent acquired by Seller pursuant to the foreclosure sale on June 10, 2002.

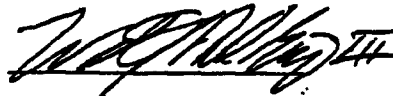
Seller's sale of the Property is as is, where is and if is without any representation or warranty with respect to the Property other than that Seller is hereby conveying all of its right, title and interest in and to the Property to Buyer.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of the date of the sale on June 11, 2002.

SELLER:

SAND HILL CAPITAL II, L.P.

By



Name: William Del Biaggio III

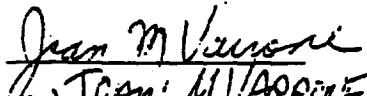
Title: Manager member

ACCEPTED AND AGREED:

BUYER:

XPERIUS INC.

By



Name: JEAN M. VARONE

Title: CFU

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EXHIBIT A

The Collateral shall consist of all right, title and interest of Borrower in and to all of Borrower's personal property, including without limitation, the following, whether now owned or hereafter arising or acquired and wherever located, and all proceeds thereof:

- (a) All Accounts;
- (b) All Inventory;
- (c) All Equipment;
- (d) All General Intangibles (including without limitation all Intellectual Property);
- (e) All Deposit Accounts and Investment Property;
- (f) All Other Property; and

(g) Any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds and insurance proceeds of, any of the above, and all Borrower's books relating to any of the above.

As used herein, the following terms have the following meanings:

"Accounts" means "accounts" as defined in the California Uniform Commercial Code, and includes without limitation all accounts receivable and other sums owing to Borrower.

"Borrower" means Personic, Inc., a California corporation.

"Deposit Accounts" means "deposit accounts" as defined in the California Uniform Commercial Code, and includes without limitation all general and special bank accounts, demand accounts, checking accounts, savings accounts and certificates of deposit.

"Equipment" means "equipment" as defined in the California Uniform Commercial Code, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"General Intangibles" means "general intangibles" as defined in the California Uniform Commercial Code, and includes without limitation all Intellectual Property, Deposit Accounts, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

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"Intellectual Property" means (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished; (b) trade secret rights, including all rights to unpatented inventions and know-how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, servicemarks, trade styles, and trade names, whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by any such trademark; (f) computer software and computer software products; (g) designs and design rights; (h) technology; (i) all claims for damages by way of past, present and future infringement of any of the rights included above; (j) all licenses or other rights to use any property or rights of a type described above.

"Inventory" means "inventory" as defined in the California Uniform Commercial Code, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"Investment Property" means "investment property" as defined in the California Uniform Commercial Code, and includes, without limitation, all investment property, securities, stocks, bonds, debentures, debt securities, partnership interests, limited liability company interests, options, security entitlements, securities accounts, commodity contracts, commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, and all other securities of every kind, whether certificated or uncertificated.

"Other Property" means the following as defined in the California Uniform Commercial Code, and all rights relating thereto: "documents", "instruments", "chattel paper", "letters of credit", "fixtures", and "money".

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