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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0047 (6/30/2005)

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):  
Netbrowser Communications, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Modius, Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 900 South Meadows Parkway  
City: Reno State: NV Zip: 89521

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Nevada  
 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: 1/5/04

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) See attached  
 B. Trademark Registration No.(s) See attached

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 6

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Eric S. Clarke  
 Internal Address: \_\_\_\_\_  
 Street Address: 1676 N. California Boulevard,  
 Suite 620  
 City: Walnut Creek State: CA Zip: 94596

7. Total fee (37 CFR 3.41) \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: na

DO NOT USE THIS SPACE

9. Signature.  
 Eric S. Clarke      *Eric S. Clarke*      3/17/04  
 Name of Person Signing      Signature      Date

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

03/24/2004 DDYRNE 00000057 76395107

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

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

700117697

TRADEMARK  
REEL: 002946 FRAME: 0299

<b>TRADEMARKS</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE / REGISTRATION NUMBER</b>
The Standard For Managing The Zero Layer	76395107	April 12, 2002
The Zero Layer	76394927	April 12, 2002
I-Guardian	78006297	2457427
E-Guardian	75341219	2258626
E-Scout	75341221	2242521
E-Sentry	75341220	2242520

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is made effective January 5, 2004, by and between NetBrowser Communications, Inc. ("NetBrowser") and Modius Inc. ("Modius") collectively the "Parties".

WHEREAS, NetBrowser is the registered owner with the U.S. Patent and Trademark Office of the trademarks listed below together with the applications related to such registrations (collectively, the "Trademarks"):

TRADEMARKS	APPLICATION NUMBER	APPLICATION DATE/ REGISTRATION NUMBER
The Standard For Managing the Zero Layer	76395107	April 12, 2002
The Zero Layer	76394927	April 12, 2002
I-Guardian	<del>78006297</del>	2457427
E-Guardian	75341219	2258626
E-Scout	75341221	2242521
E-Sentry	75341220	2242520

WHEREAS, NetBrowser desires to assign all of NetBrowser's right, title and interest in and to the Trademarks together with the goodwill represented by the Trademarks to Modius, in accordance with the terms of that certain Agreement for the Purchase and Sale of Assets between NetBrowser and Mr. Craig Compiano, Modius' predecessor in interest (the "Agreement for Purchase and Sale of Assets"), and subject to the representations and warranties made by NetBrowser therein;

WHEREAS, Modius desires to acquire the Trademarks, together with the goodwill of the business represented by the Trademarks;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged by NetBrowser, the Parties hereby agree as follows:

1. *Incorporation of Recitals.* The recitals set forth above are hereby incorporated by reference into the body of this Agreement.
2. *Consideration; Assignment.* For value received in accordance with the terms of the Agreement for the Purchase and Sale of Assets, the receipt and sufficiency of which are hereby acknowledged by NetBrowser, NetBrowser hereby assigns to Modius NetBrowser's entire right, title, and interest in and to the Trademarks, and the goodwill of the business represented by the Trademarks.

3. *Agreement Binding on Successors.* The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their administrators, successors and assigns.

4. *Waiver.* No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

5. *Severability.* If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

6. *Integration.* This Agreement together with the Agreement for the Purchase and Sale of Assets constitutes the entire understanding of the Parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties hereto and specifically referring to this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Agreement for the Purchase and Sale of Assets the terms of the Agreement for the Purchase and Sale of Assets shall take precedence and control.

7. *Performance of Necessary Acts.* NetBrowser agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

NetBrowser Communications, Inc.



Richard Couch

Chief Executive Officer