

1-31-92

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Patent and Trademark Office  
Attorney Docket No: LAPS230998

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party:  
Laplink, Inc.

Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation of Washington  
 Other \_\_\_\_\_

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

2. Name and address of receiving party:  
Name: Tiro Trading LLC  
Address: 7733 Westwood Lane  
City: Mercer Island State: WA ZIP: 98040

Individual(s) citizenship \_\_\_\_\_  
 Association State of \_\_\_\_\_  
 General Partnership State of \_\_\_\_\_  
 Limited Partnership State of \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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: March 12, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No(s).  
 Additional numbers attached?  Yes  No

B. Trademark Registration No(s). 1,839,857

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

Everett E. Fruehling, Esq.  
 CHRISTENSEN O'CONNOR  
 JOHNSON KINDNESS<sup>PLLC</sup>  
 1420 Fifth Avenue  
 Suite 2800  
 Seattle, WA 98101-2347  
 206.682.8100

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

8. The Director is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.*

Everett E. Fruehling  
 Name of Attorney or Agent  
 Direct Dial 206.695.1743

*Everett E. Fruehling* 12-10-04  
 Signature Date  
 Total number of pages including cover sheet, attachments and document: 15

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being transmitted via facsimile to the U.S. Patent and Trademark Office, Assignment Recordation Services, at facsimile number (703) 306-5995, on the below date.

Date: December 10, 2004

*David J. Phillips*

CH \$40.00 031740 1839857

**PURCHASE AGREEMENT**

**between**

**Laplink, Inc.  
as Seller**

**and**

**Tiro Trading LLC, or its assigns  
as Buyer**

**Dated as of March 12, 2003**

## PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of March 12, 2003, is hereby entered into by and among Laplink, Inc., a Washington corporation ("Seller") and Tiro Trading LLC, a Delaware limited liability company, or its assigns ("Buyer").

### RECITALS:

WHEREAS, Seller anticipates filing a voluntary petition (the "Petition"; and the date on which the Petition is filed, the "Petition Date") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Washington (the "Chapter 11 Case") and continues to manage its property as debtor and debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Buyer, either directly or indirectly through one or more assignees, desires to purchase certain assets from Seller and Seller desires to sell, convey, assign, and transfer to Buyer such assets pursuant to the terms and conditions of this Agreement; and

WHEREAS, the assets will be sold pursuant to the terms of this Agreement and an order of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code and the assumption and assignment of the Assumed Executory Contracts (as hereinafter defined) under Section 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I. DEFINITIONS

**Section 1.1 Defined Terms.** As used herein, the terms below shall have the following meanings:

"Accounts Receivable" shall mean all accounts, as that term is defined under the Uniform Commercial Code (as enacted in the State of Washington), of Seller, whether current or non-current, including without limitation, trade accounts receivables (including, without limitation, accounts receivable for any product shipped prior to the Closing Date but not invoiced) outstanding as of the Closing Date and any other rights to receive payment for sales as of the Closing Date in respect of goods shipped, products sold or services rendered prior to the Closing Date.

"Acquired Assets" shall have the meaning set forth in Section 2.1 herein.

"Acquisition Proposal" means a proposal (other than by Buyer or its Affiliates) relating to any merger, consolidation, business combination, sale or other disposition of any of the Acquired Assets pursuant to one or more transactions, the sale of any of the outstanding shares of capital stock or equity interests of Seller (including, without limitation, by way of a tender

secured by Liens, (iv) capitalized lease obligations, (v) all guarantees and similar obligations of such Person, (vi) all accrued interest, fees and charges in respect of any indebtedness and (vii) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any indebtedness.

**"Intellectual Property"** means any and all U.S. and foreign: (i) inventions (whether patentable or unpatentable and whether or not reduced to practice, all improvements thereto, and patents, patent applications, patent disclosures together with all renewals, reissuances, divisions, continuations, continuation-in-part, substitutes, extensions, and reexaminations of the foregoing, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations, renewals, and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) design rights (registered or unregistered) and applications for registration thereof, (vi) computer software (in both source code and object code form and all commented versions thereof), whether purchased, licensed or internally developed, data, data bases and documentation thereof, (vii) all mask works and all applications, registrations and renewals in connection therewith, (viii) trade secrets, proprietary formulations and other confidential information (including, without limitation, ideas, formulas, compositions, know-how, show-how, manufacturing and production processes and techniques, research and development information and results, engineering, quality control, testing, operations, logistical, maintenance and other technical information, drawings, diagrams, catalogs, specifications, designs, plans, proposals, technical data, copyrightable works, pricing and cost information, financial and marketing plans, business plans and proposals, customer and supplier lists and information), (ix) internet domain names and web sites, (x) registrations and applications for any of the foregoing, and (xi) copies and tangible embodiments thereof (in whatever form or medium).

**"Inventory"** shall mean (i) all stock in trade, merchandise, goods, supplies and other products owned by Seller for resale or lease in the Ordinary Course of Business (including, without limitation, all such inventory in the possession of others that is owned by Seller) and (ii) all of the raw materials, work-in-process, and finished products of Seller.

**"IRS"** shall mean the Internal Revenue Service

**"Key Employees"** shall mean the employees who are specified as Key Employees on Schedule 8.5 hereof.

**"Knowledge"** shall mean the actual knowledge after reasonable inquiry of the current officers or any Key Employee of Seller or that knowledge that would be obtained by a reasonably prudent businessperson after reasonable inquiry.

**"Leased Real Property"** means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by the Seller.

indemnity, damages or management charge related to taxes and regardless of whether such amounts are chargeable directly or primarily against the Seller.

**"Third Party"** means any Person other than Seller, Buyer and any of their respective Affiliates.

**"Vendor Deposits"** shall mean all deposits and pre-payments made by Seller before the Closing to its vendors as advance payments with respect to the Customers after the Closing.

## ARTICLE II. PURCHASE AND SALE

**Section 2.1 Transfer of Assets.** Upon the terms and subject to the conditions and provisions contained herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver (or cause to be sold, conveyed, transferred, assigned and delivered) to Buyer, free and clear of all Liens, and Buyer shall acquire and accept from Seller, all right, title and interest in and to all of the assets, properties, business and rights of any and every kind owned by Seller, whether tangible or intangible, real or personal, including, without limitation, the following assets (but exclusive, in all cases, of the Excluded Assets) (all of the assets to be sold, assigned, transferred and delivered to Buyer hereunder, the **"Acquired Assets"**):

- (a) all machinery, equipment, fixtures, furnishings, trade fixtures, storage racks, tools, dies and furniture and other similar items of personal property wherever located, including the items listed on Schedule 2.1(a) (Fixed Assets) attached hereto;
- (b) all Inventory;
- (c) all Intellectual Property owned by, issued to or licensed to Seller, including, without limitation, the items set forth on Schedule 2.1(c) (Purchased Intellectual Property) attached hereto, together with all income royalties, damages and payments due or payable at Closing or thereafter (including, without limitation, damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world in any jurisdiction and all copies and tangible embodiments thereof (collectively, the **"Purchased Intellectual Property"**);
- (d) all wrapping, supply and packaging items, catalogs, promotional materials and similar items, office supplies, production supplies, spare parts, other miscellaneous supplies, and other tangible property of any kind wherever located;
- (e) all Vendor Deposits;
- (f) all Permits; provided that any Permit the assignment of which requires government consent will not be assigned until such consent is obtained;
- (g) all Books and Records dealing with or related to a Customer;

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

LAPLINK, INC.

By: *[Signature]*  
Its: CEO

TIRO TRADING LLC

By: *[Signature]*  
Its: Managing Member

SCHEDULE 2.1(a)

FIXED ASSETS

See list attached to Schedule 4.10.

SCHEDULE 2.1(c)

PURCHASED INTELLECTUAL PROPERTY

See attached.



**LapLink, Inc.**  
**Schedule of Patents Issued**  
**Schedule 2.1**

1. **Remote file transfer and apparatus (Speedsync)**  
Patent No. 5,721,907  
Issue Date: 2/24/98  
Description: File delta data transfers
2. **Low Power-consumption Interface apparatus and method for transferring data between a hand-held computer and a desk top computer**  
Patent No. 5,504,864  
Issue Date: 4/2/96  
Description: Computer data interface
3. **Remote file transfer and apparatus (Speedsync)**  
Patent No. 5,446,888  
Issue Date: 8/29/95  
Description: File delta data transfers
4. **Cable for transmitting eight-bit parallel data**  
Patent No. 5,293,497  
Issue Date: 3/8/94  
Description: Method of transferring data over 8-bit parallel cable
5. **Method an apparatus for high speed parallel communications**  
Patent No. 5,268,906  
Issue Date: 12/7/93  
Description: Method of transferring data at high speeds over parallel cable
6. **Eight-bit parallel communications method and apparatus**  
Patent No. 5,261,060  
Issue Date: 11/9/93  
Description: Method of transferring data over 8-bit parallel cable
7. **Adaptive data compression system**  
Patent No. 5,229,768  
Issue Date: 7/20/93  
Description: System for data compression and decompression
8. **Computer data interface for handheld computer transfer to second computer including cable connector circuitry for voltage modification**  
Patent No. 5,157,769  
Issue Date: 10/20/92  
Description: Cable for connecting PCs to certain handheld computers
9. **Data transfer cable**  
Patent No. 4,841,845  
Issue Date: 7/17/90  
Description: Six headed cable—parallel, 25 pin serial, 9 pin serial
10. **Remote File Transfer Method and Apparatus-Canada (SpeedSync)**  
Patent Application No. 2,140,124  
Filed: 1/12/95  
Description: File delta data transfers ---
10. **Remote File Transfer Method and Apparatus-Japan (SpeedSync)**  
Patent Application No. 3,878/1995  
Filed: 1995  
Description: File delta data transfers

TRADEMARK

REEL: 002990 FRAME: 0616

WordMark	Country	Serial Number
LapLink Everywhere	USA	78133164
LapLink.com	USA	75877783
LapLink	USA	75466713
LapLink Remote Access	USA	74359917
LapLink	USA	73641472
MusicMover	USA	76238617
PDAsync	USA	76238619
PCsync	USA	76142504
FileSync	USA	76238615
PCMover	USA	76238616
Commworks	USA	74400654
DeskConnect	USA	74092972
Desklink	USA	73674825
Webex	USA	75112078
Point B	USA	75283270
LapLink Alert	USA	74417561
SmartXChange	USA	74205152
SpeedSync	USA	74460358
Traveling Software	USA	73460750
Traveling Software	USA	73443187
TS Fax	USA	74417413
Expressload	USA	75905897
Files Anywhere	USA	76368931
FoneFiles	USA	76368928
Save To Net	USA	76142500
Battery Watch	USA	73735403
Battery Watch	Great Britain	1361524
Commworks	Canada	742626
Commworks	Great Britain	165406
Commworks	Germany	T35853/9wz
Commworks	France	93/495731
Desklink	Japan	1989-64554
LapLink	Canada	728957
LapLink	Great Britain	1385249
LapLink	Australia	511889
LapLink	Japan	1989-64555
LapLink Alert	Germany	T 35909/9WZ
LapLink Alert	France	94/502609
LapLink Remote Access	Canada	734 320
LapLink Remote Access	Germany	35257/9WZ
LapLink Remote Access	France	94/479405
LapLink Wireless	USA	74460403
Lapwrite	USA	74077140
Lapwriter	Japan	1990-67094
Notebook Manager	USA	74242407
SmartXChange	Great Britain	1496292
PCsync	European Union	2162501
PDAsync	European Union	2177681
Expressdrive & Design	European Union	1891290

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MusicMover	European Union	2176584
Synchro Plus	USA	74458732
Traveling	Great Britain	1212906
Traveling Software	Canada	728960
Traveling Software	Great Britain	1486136
Traveling Software & Design	USA	73460750
TS Fax	Canada	743407
TS Online	USA	74417567
TS Online	Canada	743405

## TRADEMARKS

## Schedule 2.1

Filing Date	Owner	Type of Mark
4-Jun-02	LapLink Inc.	TradeMark
20-Dec-99	LapLink.com Inc	TradeMark
13-Apr-98	Traveling Software Inc	TradeMark
3-Aug-93	LapLink.com Inc	TradeMark
23-Jan-87	Traveling Software Inc	TradeMark
5-Apr-01	LapLink.com Inc	TradeMark
5-Apr-01	LapLink.com Inc	TradeMark
5-Oct-00	LapLink.com Inc	TradeMark
5-Apr-01	LapLink.com Inc	TradeMark
5-Apr-01	LapLink.com Inc	TradeMark
9-Jun-93	Traveling Software Inc	TradeMark
28-Aug-90	Traveling Software Inc	TradeMark
27-Jul-87	Traveling Software Inc	TradeMark
31-May-96	Traveling Software Inc	TradeMark
29-Apr-97	Traveling Software Inc	TradeMark
23-Jul-93	Traveling Software Inc	TradeMark
28-Apr-92	LapLink.com Inc	TradeMark
4-Oct-94	LapLink.com Inc	TradeMark
13-Jan-94	Traveling Software Inc	TradeMark
12-Sep-83	Traveling Software Inc	TradeMark
23-Jul-93	Traveling Software Inc	TradeMark
28-Jan-00	LapLink.com Inc	TradeMark
8-Feb-02	LapLink.com Inc	TradeMark
8-Feb-02	LapLink Inc.	TradeMark
5-Oct-00	LapLink.com Inc	TradeMark
7-Feb-89	Traveling Software Inc	TradeMark
20-Jul-88	Traveling Software Inc	TradeMark
3-Dec-93	Traveling Software Inc	TradeMark
2-Dec-92	Traveling Software Inc	TradeMark
9-Dec-93	Traveling Software Inc	TradeMark
8-Dec-93	Traveling Software Inc	TradeMark
8-Jul-89	Traveling Software Inc	TradeMark
14-May-93	Traveling Software Inc	TradeMark
12-Jul-89	Traveling Software Inc	TradeMark
2-Jul-89	Traveling Software Inc	TradeMark
8-Jul-89	Traveling Software Inc	TradeMark
22-Dec-93	Traveling Software Inc	TradeMark
21-Jan-94	Traveling Software Inc	TradeMark
8-May-93	Traveling Software Inc	TradeMark
2-Aug-93	Traveling Software Inc	TradeMark
5-Aug-93	Traveling Software Inc	TradeMark
19-Nov-93	Traveling Software Inc	TradeMark
6-Jul-90	Traveling Software Inc	TradeMark
30-Jul-03	Traveling Software Inc	TradeMark
31-Jan-92	Traveling Software Inc	TradeMark
19-Sep-91	Traveling Software Inc	TradeMark
22-Oct-02	LapLink.com Inc.	TradeMark
22-Oct-02	LapLink.com Inc.	TradeMark
28-Jun-02	LapLink.com Inc.	TradeMark

TRADEMARK

REEL: 002990 FRAME: 0619

28-Jun-02	LapLink.com Inc.	TradeMark
19-Nov-93	Traveling Software Inc	TradeMark
16-Feb-84	Traveling Software Inc	TradeMark
14-May-93	Traveling Software Inc	TradeMark
19-Dec-91	Traveling Software Inc	TradeMark
13-Jan-84	Traveling Software Inc	TradeMark
14-Dec-93	Traveling Software Inc	TradeMark
23-Jul-93	Traveling Software Inc	TradeMark
14-Dec-93	Traveling Software Inc	TradeMark



Principal	Pending
Principal	Live
Principal	Live
Principal	Live
Principal	Live
Principal	Live
Principal	Live
Principal	Live
Principal	Live