

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Omniva Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other:

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

2. Name and address of receiving party(ies):
Name: Sherwood Partners, Inc.
Internal Address: Suite 100
Street Address: 101 University Avenue

City: Palo Alto
State: California Zip: 94301

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: California
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes
 (Designations must be a separate document from assignment) No
 Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: August 4, 2004

4. Application Number(s) or Registration Number(s):
 A. Trademark Application No.(s):
78/068,888 75/921,995
78/068,986
75/921,996

Additional numbers attached? Yes No

B. Trademark Registration No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erin A. Dugan, IP Paralegal
Ropes & Gray LLP

Internal Address: Atty. Dkt.: LIQM-004
 Street Address: One International Place

City: Boston State: MA Zip: 02110

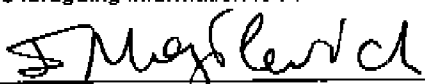
6. Total Number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00
 Enclosed
 Authorized to be charged to Deposit Account
 Authorized to be charged to credit card
 (Form 2038 enclosed)

8. Deposit account number: 18-1945
 (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.

Irina Mogilevich  3/22/05
 Name of Person Signing Signature Date

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

CH \$115.00 181945 78068888

GENERAL ASSIGNMENT

This Assignment is made as of the 4th day of August 2004, by Omniva Corp., a Delaware Corporation with offices at 450 Mission Street, 2nd Floor, San Francisco, CA 94105, hereinafter referred to as "Assignor", to Sherwood Partners, Inc., hereinafter referred to as "Assignee".

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.



Assignor's Federal Tax I.D. Number:

OMNIVA CORP., Assignor

Federal # 94-3320664

By: 
Its: Ray Villareal, Chief Executive Officer

SHERWOOD PARTNERS, INC., Assignee

By: 
Its: 

This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

OMNIVA CORP., Assignor

Federal # 94-3320664

By: _____

Its: Ray Villareal, Chief Executive Officer

SHERWOOD PARTNERS, INC., Assignee

By: 

Its: 

SCHEDULE 1

to

MARKS ASSIGNMENT

<u>Trademark</u>	<u>Country</u>	<u>Serial No.:</u>
OMNIVA	United States	78/068,888
OMNIVA	Canada	1110100
OMNIVA	European Union	2302982
OMNIVA	Japan	653592001
OMNIVA and Design	United States	78/068,986
OMNIVA and Design	Canada	1109681
OMNIVA and Design	European Union	2302933
OMNIVA and Design	Japan	653602001
DISAPPEARING	United States – Class 9	75/921,996
DISAPPEARING	United States – Class 42	75/921,995
DISAPPEARING	Australia	839779
DISAPPEARING	Canada	1064625
DISAPPEARING	China	1754700
DISAPPEARING	European Union	1720812
DISAPPEARING	Japan	4522079
DISAPPEARING	New Zealand	617153
DISAPPEARING	South Korea	76926