

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/25/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tapwave, Inc.		07/25/2005	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Uecker & Associates, Inc.
Street Address:	100 Pine Street, Suite 475
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78274316	ZODIAC

**CORRESPONDENCE DATA**

Fax Number: (650)812-3444  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-812-3400  
 Email: jwhite@carrferrell.com  
 Correspondent Name: Carr & Ferrell LLP  
 Address Line 1: 2200 Geng Road  
 Address Line 4: Palo Alto, CALIFORNIA 94303

NAME OF SUBMITTER:	Joi A. White
Signature:	/Joi A. White/
Date:	08/25/2005

OP \$40.00 78274316

Total Attachments: 5

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## ASSIGNMENT FOR THE BENEFIT OF CREDITORS

This Agreement (the "Agreement") and Assignment For the Benefit of Creditors (the "Assignment") is made effective July 25, 2005 by and between TRADEMARK, Inc. ("Assignor") and Uecker & Associates, Inc. (Assignee").

### RECITALS

1. Assignor has become indebted to various creditors in the course of operating its business.
2. Assignor desires to provide for the payment of those debts by a general assignment of all of Assignor's property to Assignee for the benefit of all of Assignor's creditors without any preference or priority, except priorities that are established and permitted by law.
3. Assignor's federal tax identification number is: 77-0583760

### ASSIGNMENT

1. In exchange for good and valid consideration including the covenants and agreements contained herein and the sum of \$1.00, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor hereby assigns, transfers and conveys to Assignee and its successor and assigns, in trust, as Assignee for the benefit of Assignor's creditors, all property of Assignor of every kind and wherever situated, both real and personal, now held by Assignor (the "Assignment Property") which Assignor is legally entitled to assign. The Assignment Property includes, without limitation, all right, title and interest in all accounts receivable and notes owing to Assignor, all cash in banks and on hand, all 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 the Assignor. This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute powers of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

2. Assignor shall deliver possession of the Assignment Property to Assignee immediately on the Effective Date. Assignee shall take possession of all Assignment Property, convert it into money with all reasonable diligence and in such manner as the Assignee in its sole discretion deems appropriate, and collect all debts and demands owing to and assigned to Assignee.

## PAYMENT OF PROCEEDS

1. Out of the proceeds received, Assignee shall pay and discharge all claims in the following order:

(a) Reasonable expenses, costs and disbursements incurred or made in connection with the execution and administration of this assignment, including salary and compensation paid by Assignee to its employees, agents and/or attorneys.

(b) Claims entitled to preference under state or federal law;

(c) Such debts of the Assignor as are secured by the Assignment Property;

(d) The claims in full of all of Assignor's other creditors, provided, however, that if there are insufficient funds with which to pay all such creditors in full, Assignee shall pay the claims of such creditors pro rata with the exception of any pro rata payments which would be in an amount less than \$5.00 which the Assignee will not be required to issue;

(e) If there are proceeds remaining after the payments described above, Assignee shall pay shareholders pursuant to the provisions for payment thereof in the Assignor's corporate records, provided, however, that if there are insufficient funds with which to pay all such shareholders in full, Assignee shall pay the claims of such creditors pro rata with the exception of any pro rata payments which would be in an amount less than \$5.00 which the Assignee will not be required to issue; and

(f) The Assignee shall, after 180 days from the date of issuance, escheat any un-negotiated payments to the State of California, Controller's Office, Bureau of Unclaimed Property, P O Box 942850, Sacramento, California 94250-5843.



## POWERS OF ASSIGNEE

1. In order fully to effectuate this Assignment and the trust created under it, Assignor irrevocably appoints Assignee attorney-in-fact, with power or substitution and revocation, and with complete authority to do anything necessary to carry out the terms of this Assignment and the trusts created by it, including: the authority to demand and to receive from any person all property, debts and demands belonging and owing to Assignor, and to give acquittances and discharges for the foregoing; to sue for, to prosecute, to defend and to interplead on account of all of the forgoing property, debts and demands; to take any reasonable actions to preserve and protect all real and personal property assigned to the Assignee hereunder; to sign and to endorse the name of the Assignor on any check, draft, note or other instrument for the payment of money, and upon any instrument necessary to effectuate the purposes of the

Assignment and the trusts created by it; and to execute, to acknowledge and to deliver all deeds, instruments and conveyances, receipts and releases necessary or proper for the execution of the trust created by this Assignment; to review, maintain and obtain such insurance covering the Assignment Property as Assignee determines in its sole discretion is appropriate; and to direct the United States Postal Department and/or a private mail handling service to forward all of the assignor's mail as Assignee shall determine to be appropriate. Assignor shall execute and deliver any instruments requested by Assignee that are requested by Assignee as reasonably necessary to carry out the intent and terms of this Assignment and Agreement.

2. Assignee is authorized to obtain a federal and State tax identification number separate and distinct from those of Assignor, as appropriate.

3. Notwithstanding any provisions set forth herein, Assignor shall remain and be solely responsible for all corporate duties and obligations, including but not limited to (i) the preparation and filing of any tax returns (ii) any dissolution, termination or winding down of Assignor or its business and (iii) the maintenance and storage of all corporate records relating to Assignor except records relating to claims submitted to Assignor for payment.

#### COMPENSATION OF ASSIGNEE

1. Assignor delivers to Assignee herewith the sum of \$25,000 in good and immediate funds. Said funds are transferred to assignee not for the benefit of Assignor's creditors, but rather as an initial deposit on account of fees and costs that will be earned and incurred by the assignee and counsel for assignee in connection with this Assignment and Agreement. Assignee will deposit said funds in its trust account, and is authorized to draw from said deposit Assignee's fees and costs as they are earned or incurred.

2. Assignee shall be paid its compensation and reimbursed its costs (i) from the deposit described above, and (ii) after the exhaustion of said deposit, from the Assignment Property.

3. Assignee shall seek compensation at its regular hourly rates charged for work performed and services delivered in connection with this Assignment and Agreement. A schedule setting forth Assignee's regular hourly rates is attached hereto as Schedule A. These hourly rates are subject to periodic review and modification. Assignee shall be reimbursed for all costs reasonably incurred by Assignee in connection with work performed and services delivered in connection with this Assignment and Agreement. Assignee shall produce invoices for Assignee's services and expenses incurred and shall immediately pay such invoices, with copies of invoices to be sent to Assignor for its information and records.

MISCELLANEOUS

1. Assignee is authorized to employ counsel of its choice to represent Assignee in discharging its responsibilities as Assignee hereunder, and to compensate and to reimburse said counsel from the Assigned Property.

2. Any contract, liability or obligation made by Assignee in connection with the administration of this Assignment or this Agreement shall not personally bind Assignee or any of its officers, agents or employees but shall obligate Assignee solely in its capacity as Assignee, whether or not the contract, liability or obligation specifically so provides.

3. This Assignment and Agreement shall be construed in conformance with the laws of the State of California.

4. The Assignor understands that pursuant to California Code of Civil Procedures Section 1802(c) the Assignor shall provide the Assignee at the time of making the assignment a list of creditors, equity holders and any other parties in interest, which shall include the names, addresses, city, state, zip code for each creditor with an amount of the claim in the assignment proceedings. The schedule is to be signed under penalty of perjury by the Assignor in the form of Exhibit A hereto.

5. The Assignor will provide a list of all accounts receivable along with name, address, city, state, zip code and amount owed along with copies of all necessary backup documentation for the receivable. The schedule is to be signed under penalty of perjury by the Assignor in the form of Exhibit B hereto.

6. Both Assignor and Assignee have had the opportunity to review this Assignment and Agreement with counsel, and so neither Assignor nor Assignee shall be deemed the drafting party for the purpose of construing any ambiguity herein.

7. This Assignment and Agreement may be signed in counterparts.

8. Assignor waives the right to require Assignee to post a performance bond.

COMPANY NAME TAPPAVALE, INC.

By: 

Date: July 25, 2004<sup>5</sup>

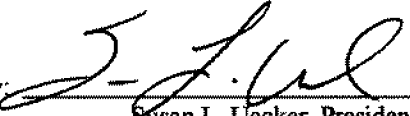
Title President & CEO

Address: 1098 Alta Ave.  
Mountain View, CA 94043

ACCEPTANCE BY ASSIGNEE

1. Assignee accepts the trusts created by this Agreement and covenants with Assignor that Assignee shall faithfully and properly carry out the terms of the trust.

UECKER & ASSOCIATES, INC.

By:   
Susan L. Uecker, President