

WSI-05-1314

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):  
Weston Solutions, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date:  
August 15, 2005

2. Name and address of receiving party(ies):

Weston Solutions (IPR), Inc.  
103 Foulk Road, Suite 205-12  
Wilmington, DE 19803

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

If assignee is not domiciled in the U.S, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?  Yes  No

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

A. Trademark Application No.(s)      B. Registration No.(s)

2,900,769

Additional numbers attached?  Yes  No

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

IP Group of DLA Piper Rudnick Gray Cary US LLP  
One Liberty Place, Suite 4900  
1650 Market Street  
Philadelphia, PA 19103

6. Total number of applications and registrations involved: One

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 50-2719

(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.*

T. Daniel Christenbury

17 AUG 2005

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 3

CH \$40.00 502719 2900769

## TRADEMARK ASSIGNMENT

The undersigned, Weston Solutions, Inc., a Pennsylvania corporation, with a place of business located at 190 Queen Anne Avenue N., Suite 200, Seattle, WA 98109 (the "Assignor"), hereby transfers and assigns to Weston Solutions (IPR), Inc., a Delaware corporation, with its principal place of business located at 103 Foulk Road, Suite 205-12, Wilmington, DE 19803 (the "Assignee"), all right, title, and interest in and to U.S. Trademark Reg. No. 2,900,769 for the mark "MAINBREAK" (hereafter referred to as "the Mark"), and the goodwill of the business associated therewith and the portion of the business of Assignor relating to the Mark.

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Mark, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Mark, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Mark, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Mark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Mark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

WESTON SOLUTIONS, INC.



Name: Donald B. Bauer

Title: Vice President and Assistant  
General Counsel

Date: 8/15/05