

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Trestle Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Trestle Acquisition Corp.

Internal

Address: _____

Street Address: 199 Technology Drive, Suite 105

City: Irvine

State: California

Country: U.S.A. Zip: 92618

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship U.S.A.
- Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 2/21/06

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/572,689; 78/684,118; 78/684,018

B. Trademark Registration No.(s)
3,047,525

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Richard W. James

Internal Address: Law Office of Richard W. James

Street Address: 25 Churchill Road

City: Churchill

State: Pennsylvania Zip: 15235

Phone Number: 412-243-8708

Fax Number: 412-243-4070

Email Address: rich@jamespatent.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502642

Authorized User Name Richard W. James

9. Signature: Richard W. James

Signature

February 21, 2006

Date

Richard W. James

Name of Person Signing

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

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 502642 76572689

ASSIGNMENT

WHEREAS Trestle Acquisition Corp., a corporation of Delaware, whose mailing address is 199 Technology Drive, Suite 105 Irvine, CA 92618 (hereinafter referred to as Assignee) does business as Trestle Corporation (hereinafter referred to as Assignor) and currently holds rights, titles and interests in and to the marks TRESTLE, TRESTLE with design, Starburst design, and XCELLERATOR and in and to United States Trademark Registration Number 3,047,525 for the mark TRESTLE, United States Application for Registration Number 76/572,689 for the mark TRESTLE with design, United States Application for Registration Number 78/684,118 for the Starburst design mark, and United States Application for Registration Number 78/684,018 for the mark XCELLERATOR, and

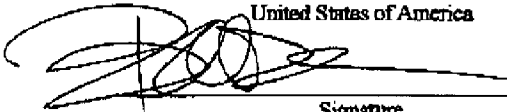
WHEREAS, Trestle Acquisition Corp. is desirous of transferring the entire right, title, and interest in and to those trademarks, registrations for trademarks, and applications for registration of trademarks in all countries throughout the world and any trademark registrations to be issued upon those applications for United States Trademark Registration, from Trestle Corporation to Trestle Acquisition Corp.;

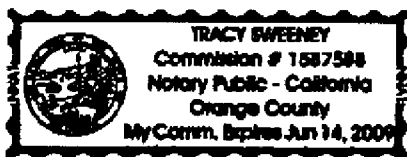
NOW THEREFORE, be it known that, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, Assignor, has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to those trademarks, registrations for trademarks, and applications for registration of trademarks, and all United States Registrations for Trademarks which may be granted thereon, and all rights to claim priority on the basis of such trademarks, registrations for trademarks, and applications for registration of trademarks, and all applications for registration of trademarks which may hereafter be filed in connection with those trademarks, registrations for trademarks, and applications for registration of trademarks in any foreign country and all trademark registrations which may be granted in connection with those trademarks, registrations for trademarks, and applications for registration of trademarks in any foreign country, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue registrations on trademarks and applications as described above, to issue all registrations for those applications to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, ASSIGNOR HEREBY covenants that Assignor has the full right to convey the interest assigned by this Assignment, and Assignor has not executed and will not execute any agreement in conflict with this Assignment;

AND, ASSIGNOR HEREBY further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting those trademarks, registrations for trademarks, and applications for registration of trademarks, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to those trademarks, registrations for trademarks, and applications for registration of trademarks in said Assignee, its successors or assigns, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection in connection with those trademarks, registrations for trademarks, and applications for registration of trademarks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have herunto set my hand.

County of <u>Orange</u>	<u>Barry Hall</u> President & Chief Financial Officer
State of <u>California</u>	SS.
Subscribed and sworn to before me this <u>21</u> day of <u>FEBRUARY</u> , 2006.	199 Technology Drive, Suite 105 Irvine, California 92618 United States of America
<u>Tracy Sweeney</u> Notary Public	 Signature
	<u>2/21/06</u> Date
Names of additional inventors attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



TRADEMARK