

02-16-2006

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



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FINANCE SECTION

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):

Netopsystems AG

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 2006-02-01

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wessling, Oliver H.

Internal Address: _____

Street Address: Gormannstr. 12

City: Berlin

State: _____

Country: Germany Zip: 10119

- Association Citizenship _____
 - General Partnership Citizenship _____
 - Limited Partnership Citizenship _____
 - Corporation Citizenship _____
 - Other individual Citizenship Germany
- 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)

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

A. Trademark Application No.(s)

- ① 78246539
- ② 78248272
- ③ 78254444
- ④ 78419763

B. Trademark Registration No.(s)

- ① 3005630
- ② 2920214
- ③ 2858018
- ④ 2970475

Additional sheet(s) attached? Yes No

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

Netopsystems, NOshrink, get, get

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

Name: Wessling, Oliver H.

Internal Address: _____

Street Address: Gormannstr. 12

City: Berlin

State: Germany Zip: 10119

Phone Number: _____

Fax Number: _____

Email Address: Oliver.Wessling@netopsystems.co.uk

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

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

American Express

8. Payment Information: 3750 874 342 61008

a. Credit Card Last 4 Numbers 1008
Expiration Date 05/08 AMEX

b. Deposit Account Number 02/15/2006 LMUELLER 00000071 78246539
Authorized User Name _____

9. Signature:

Wessling, Oliver H.

Signature

Name of Person Signing

01 FC:8521
02 FC:8522
2006-02-06

Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of December 22nd, 2005 between the following two parties.

The Assignor: Netopsystems AG,
Legal Address: Novalisstr. 12, 10115 Berlin, Berlin, Germany

The Assignee: Oliver H. Wessling
Legal Address: Gormannstr. 20, 10119 Berlin, Berlin, Germany

WHEREAS, the Assignor, a public limited company registered in Berlin under the laws of the Republic of Germany, owns the trademarks as defined in Appendix 1 (the "Trademarks").

WHEREAS, the Assignee is a natural person;

WHEREAS, the Assignor agrees to assign the Trademarks to the Assignee and the Assignee agrees to accept the assignment of the Trademarks.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. Transfer of Trademarks

The Assignor agrees to change the registered owner of the Trademarks into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademarks. The Assignee shall pay the Assignor an amount of 1.00 EURO for the Trademarks transferred hereunder.

2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

- 3.1.1 the Assignor is a public limited company "AG" registered in Berlin, Germany under the laws of the Republic of Germany.
- 3.1.2 the Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.
- 3.1.3 the Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- 3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.5 the Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a natural person with the residency in Germany.

3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. Settlement of Disputes

The parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation. In case no settlement can be reached through consultation, each party can submit such matter to Germany

6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the Germany.

7. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

8. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

10. Others

This Agreement is executed in English and in two copies.

