

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shawn A. Richeson		04/02/2009	INDIVIDUAL: UNITED STATES
Patricia A Nolan		04/02/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Computer Nerdz!, Inc.		
Street Address:	2812 W. Country Club Drive		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73116		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2829994	COMPUTER NERDS	
CORRESPONDENCE DATA			
Fax Number:	(860)286-0115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-286-2929		
Email:	Tm-CT@cantorcolburn.com		
Correspondent Name:	Michelle P. Ciotola, Cantor Colburn LLP		
Address Line 1:	20 Church Street		
Address Line 2:	22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	CPN00010		
NAME OF SUBMITTER:	Michelle P. Ciotola		
Signature:	/Michelle P. Ciotola/		

CH \$40.00 2829994

Date:

05/27/2009

Total Attachments: 7

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS

FILED

MAR 27 2009

NOVELL, INC.

Plaintiff

v.

SHAWN E. RICHESON, individually and d/b/a
RICHESON ENTERPRISES, INC., d/b/a STAR
SOFT SOFTWARE d/b/a ADVANCED MEDIAL
RESEARCH, d/b/a RTI, d/b/a RTI
DISTRIBUTORS, d/b/a RTI & ACS d/b/a
ADVANCED COMPUTER SERVICES d/b/a ACS,
d/b/a RTI/SOLUTIONS ENGINEERING, d/b/a RTI
CERTIFIED ELECTRONICS, d/b/a RTI
CERTIFIED ELECTRONIC TECHNICIANS and
TRJ CERTIFIED ELECTRONICS

Defendant

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY aw DEPUTY CLERK

Civil Action No. 6:94-cv-00334-WSS

THE HONORABLE
WALTER S. SMITH, JR.

ORDER APPROVING RECEIVER'S PROPOSED SETTLEMENT AND ASSET SALE

On this day came on to be heard the Emergency Motion of Court-Appointed Receiver for Hearing and Approval of Proposed Settlement for the benefit of Judgment Creditor Novell, Inc. This Court has considered the Motion, the evidence, and the argument of the Receiver, and it has confirmed that Judgment Creditor Novell and Judgment Debtor Shawn Richeson have had notice and an opportunity to be heard. After due consideration, the Court has concluded that the Receiver's Motion for Approval should be GRANTED.

The Court hereby finds, determines and concludes that:

- A. This Court has subject matter jurisdiction over this matter.
- B. This Court has personal jurisdiction over the parties to this Action and Receiver.
- C. This Court has the authority to make the findings of fact and conclusions of law set forth herein, and to enter the instant Order as an Order of this Court.

A true copy of the original, I certify.
Clerk, U. S. District Court

By Cheryl Klein
Deputy

TRADEMARK

- D. On or about November 16, 1994, Plaintiff Novell, Inc. (“Novell”) commenced the action against Defendant Shawn E. Richeson (“Judgment Debtor”).
- E. On or about June 9, 1997, this Court entered judgment against Judgment Debtor in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), together with attorneys’ fees in the amount of Sixty-Eight Thousand Five Hundred Seventy-Six and 86/100 Dollars (\$68,576.86), Court costs and interest (collectively, the “Judgment”).
- F. As of January 14, 2008, Judgment Debtor had not satisfied or otherwise paid any monies on account of the Judgment.
- G. On or about January 14, 2008, this Court found that Judgment Debtor owned the service mark “COMPUTER NERDS” (the “Mark”) and the domain name, www.computernerds.net (the “Domain Name”).
- H. On or about January 14, 2008, the Court ordered Judgment Debtor to turn over the Mark and the Domain Name to a Receiver to be appointed by the Court (the “Turnover Order”).
- I. In the Turnover Order, the Court found that it had the authority to order Judgment Debtor’s assets, including the Mark and the Domain Name, be turned over to a receiver for sale. The Court further ordered that Judgment Debtor was to pay Receiver’s fees.
- J. The January 14, 2008, Turnover Order is a final, nonappealable Order of this Court.
- K. On or about September 15, 2008, this Court appointed Patricia A. Nolan, Esq. (the “Receiver”), Receiver of the assets of Judgment Debtor identified in the Turnover Order.
- L. The September 15, 2008, Order appointing Receiver is final and nonappealable.

- M. By virtue of the instant Motion, and in consideration of Ten Thousand and 00/100 Dollars (\$10,000.00) and Assignee's performance of Assignee's obligations under the DNTAA (the "Offer"), Receiver seeks to:
- a. Sell, transfer, assign, convey and deliver to Computer NERDZ!, Inc., a Nevada corporation ("Assignee"), all of Receiver's and Judgment Debtor's right, title and interest in and to the Domain Name, together with any goodwill symbolized thereby, and all rights to sue for past, present or future infringement and to receive any recoveries therefore; and
 - b. Sell, transfer, assign, convey and deliver to Assignee all of Receiver's and Judgment Debtor's right, title and interest in the Mark, including United States Trademark Registration No. 2829994, filed January 19, 2003, and issued April 6, 2004, for COMPUTER NERDS covering "repair and upgrade of personal and corporate computer systems and networks" in International Class 37, together with all common law rights to the trademark, any rights to the trademark arising under the law of any state, territory or foreign country, the goodwill of the business symbolized by the COMPUTER NERDS mark, and all rights to sue for past, present and future infringement and to receive any recoveries therefore.
- N. Receiver has presented this Court with a copy of the Domain Name and Trademark Assignment Agreement (the "DNTAA") entered into by Receiver and Assignee.
- O. Receiver has not received any offers for the assets conveyed under the DNTAA that, in Receiver's reasonable business judgment, comprise a better offer than that conveyed by Assignee under the DNTAA.

- P. This Court has reviewed the DNTAA, and finds that the terms set forth therein provide reasonable and appropriate terms of sale for the assets conveyed under the DNTAA.
- Q. This Court further finds that Receiver holds good and marketable title to all of the assets identified in Paragraph M of this Order and in the DNTAA, and that Receiver can convey good and marketable title to those assets to Assignee.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Receiver's Emergency Motion for Hearing and Approval of Proposed Settlement is granted in its entirety, subject to the terms and conditions contained herein and in a separate order concerning the Receiver's attorney's fees and costs.
2. All objections, responses, and requests for continuance concerning the Motion, if any, are resolved in accordance with the terms of this Order. To the extent any such objection, response or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.
3. The sale of the Domain Name and Mark, the terms and conditions of the DNTAA (including all schedules and exhibits affixed thereto), the consideration to be paid by Assignee, and the transactions contemplated thereby be, and hereby are, authorized and approved in all respects.
4. The Sale of the Domain Name and Mark and the consideration provided by Assignee under the DNTAA is fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration.
5. Subject to the terms of the DNTAA, Receiver is authorized and directed to assume, perform under, consummate, and implement the terms of the DNTAA together with any

and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the DNTAA and this Order, as may be necessary or appropriate to the performance of the Receiver's obligations as contemplated by the DNTAA, without any further corporate action or orders of this Court.

6. Effective as of the Effective Date of the DNTAA, the sale of the Domain Name and Mark by Receiver to Assignee shall constitute a legal, valid, and effective transfer of the Domain Name and Mark and shall vest Assignee with all right, title, and interest of Judgment Debtor in and to the Domain Name and Mark.

7. All of Receiver's and Judgment Debtor's interest in the Domain Name and Mark to be acquired by Assignee under the DNTAA shall be, as of the Effective Date of the DNTAA, transferred to and vested in Assignee.

8. Subject to the terms of the DNTAA, the DNTAA may be waived, modified, amended, or supplemented by agreement of Receiver and Assignee, without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the DNTAA.

9. The failure specifically to include any particular provisions of the DNTAA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, Receiver and Assignee that the DNTAA is authorized and approved together with such amendments thereto as may be made by the parties in accordance with this Order prior to the Effective Date of the DNTAA.

10. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and the transactions contemplated by the DNTAA.

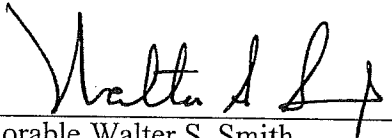
11. To the extent any provisions of this Order conflict with the terms and conditions of the DNTAA, this Order shall govern and control.

12. This Order and the DNTAA shall be binding upon and govern the acts of all persons and entities, including without limitation, Receiver, Assignee and Judgment Debtor, their respective successors and permitted assigns. The provisions of this Order are non-severable and mutually dependent.

13. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order. To the extent there are any inconsistencies between the terms of this Order and the DNTAA, the terms of this Order shall control.

14. This Order may be recorded as evidence of (i) Receiver's ownership of the Domain Name and Mark; (ii) Receiver's ability to convey good and marketable title to the Domain Name and Mark; and (iii) for such other purposes as may be consistent with the Order and the DNTAA

SIGNED on this the 27th day of March, 2009.



Honorable Walter S. Smith
Chief United States District Judge

EXHIBIT D

CONFIRMATORY ASSIGNMENT OF TRADEMARK AND GOODWILL OF THE BUSINESS SYMBOLIZED THEREWITH

This assignment is made by PATRICIA A. NOLAN, ESQ., (“Assignor”), Court-Appointed Receiver of certain assets of SHAWN A. RICHESON, an individual (“*Judgment Debtor*”).

For valuable consideration, the receipt of which is hereby acknowledged, and in furtherance of, and not in derogation of, obligations undertaken in a prior agreement styled “Domain Name and Trademark Assignment Agreement” by and between Assignor and Computer Nerdz!, Inc., a Nevada Corporation, effective as of March 28, 2009, and incorporated herein by reference, Assignor hereby sells, assigns and transfers to Assignee as of the effective date referenced above, Assignor’s and Judgment Debtor’s entire right, title and interest in and to United States Trademark Registration No. 2829994, filed January 19, 2003, and issued April 6, 2004, for COMPUTER NERDS covering “repair and upgrade of personal and corporate computer systems and networks” in International Class 37 (the “*Trademark*”), together with the goodwill of the business symbolized by the Trademark, and all rights to sue for past, present and future infringement and to receive any recoveries therefor.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the 2nd day of April, 2009.

PATRICIA A. NOLAN, ESQ.,
RECEIVER
An Individual

By: 