

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Entity Type			
Jim Thompson			06/12/2009
INDIVIDUAL: UNITED STATES			
RECEIVING PARTY DATA			
Name:		Rubicon Communications, LP	
Composed Of:		COMPOSED OF Jim Thompson Jamie Thompson Rubicon Communications Management Group, LLC	
Doing Business As:		DBA Netgate	
Street Address:		4348 Waiialae Ave # 551	
City:		Honolulu	
State/Country:		HAWAII	
Postal Code:		96816	
Entity Type:		LIMITED PARTNERSHIP: TEXAS	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		3161285	NETGATE
CORRESPONDENCE DATA			
Fax Number:		(512)853-8801	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		512-853-8800	
Email:		dkgpto@intprop.com	
Correspondent Name:		Dwayne K. Goetzel	
Address Line 1:		P.O. Box 398	
Address Line 4:		Austin, TEXAS 78767-0398	
ATTORNEY DOCKET NUMBER:		5805-00200	
NAME OF SUBMITTER:		Dwayne K. Goetzel	
Signature:		/Dwayne K. Goetzel/	

CH \$40.00 3161285

TRADEMARK

Date:

09/16/2009

Total Attachments: 2

source=TrademarkAssignment#page1.tif

source=TrademarkAssignment#page2.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), effective as of the 12th day of June 2009, is by and between Jim Thompson, an individual ("ASSIGNOR"), and Rubicon Communications, LP, a Texas limited partnership d/b/a Netgate ("ASSIGNEE").

I. BACKGROUND

A. ASSIGNOR is the owner of the trademark NETGATE, U.S. Registration No. 3161285, and any and all trade dress associated therewith (the "Mark"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Mark is used (the "Products/Services"); and,

B. ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its worldwide right, title, and interest in and to the Mark.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

II. AGREEMENT

2.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's worldwide right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Products/Services upon which the Mark is used, or in conjunction with which the Mark is used, and for which they are registered or for which applications have been filed; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including but not limited to damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

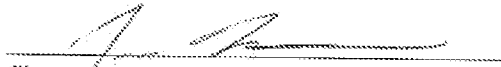
2.2 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, logos, designs and domain names associated with the Mark.

2.3 ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE the full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the day and year set forth above.

ASSIGNOR:

Jim Thompson, an individual



Signature

ASSIGNEE:

Rubicon Communications, LP



Jamie Thompson, Partner