

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
Computer Nerds On Call		02/10/2010	SOLE PROPRIETORSHIP: MARYLAND
Fortune Ighodalo Ajebon		02/10/2010	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Nerds On Call, Inc.		
Street Address:	1733 Oregon Street		
City:	Redding		
State/Country:	CALIFORNIA		
Postal Code:	96001		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77231974	NERDS ON CALL	
CORRESPONDENCE DATA			
Fax Number:	(916)200-0601		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	916-449-3950		
Email:	dballard@sequoiacounsel.com		
Correspondent Name:	Daniel N. Ballard		
Address Line 1:	770 L St., Suite 950		
Address Line 4:	Sacramento, CALIFORNIA 95814		
NAME OF SUBMITTER:	Daniel N. Ballard		
Signature:	/Daniel N. Ballard/		
Date:	02/15/2010		

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**TRADEMARK
 REEL: 004149 FRAME: 0427**

Total Attachments: 8

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is made by and between, on the one hand, Fortune Ighodalo Ajebon, an individual having a residence at 14440 Cherry Lane Court, #221, in Laurel, Maryland, and Computer Nerds On Call, a Maryland business with a principle place of business in Columbia, Maryland (cumulatively, “Seller”) and, on the other hand, Nerds On Call, Inc., a California corporation with a principle place of business in Redding, California (“Buyer”). Seller and Buyer may hereafter be referred to as “the Parties.”

IN CONSIDERATION of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the above and the following are agreed to by the Parties:

I. Introduction

A. The intent and purpose of this Agreement is to presently assign and transfer to Buyer all of Seller’s rights, title, and interest in the assets defined in Paragraph I(D)(6) in exchange for the consideration from Buyer defined in Paragraph II(B).

B. Fortune Ighodalo Ajebon is the founder and sole owner of Computer Nerds On Call (a business that Fortune Ighodalo Ajebon asserts is a sole proprietorship). As the sole owner of Computer Nerds On Call, Fortune Ighodalo Ajebon has the authority to negotiate, enter into, and bind Computer Nerds On Call and himself to the terms and conditions of this Agreement. Seller is defined for purposes of this Agreement as both Fortune Ighodalo Ajebon and Computer Nerds On Call in recognition that either or both own the assets defined in Paragraph I(D)(6) and that both agree to be bound, jointly and severally, by and to the terms and conditions of this Agreement.

C. Ryan Eldridge is a founder, joint shareholder, and joint owner of Buyer and, as an officer of Buyer, has the authority to negotiate, enter into, and bind Buyer to the terms and conditions of this Agreement.

D. Seller’s trade name, trademark, domain name, and customer list:

1. From 2002 to the present, Seller has engaged in the business of providing customers with installation, repair, and maintenance services for their computers and associated software and peripheral equipment (the “SERVICES”). Seller has registered “Computer Nerds On Call” as a business name with the State of Maryland Department of Assessments and Taxation. As a result of its long-time provision of SERVICES and business name registration, Seller has developed trade name rights and goodwill in “Computer Nerds On Call” (the “TRADE NAME”).

2. From 2002 to the present, Seller has provided its SERVICES within the homes and businesses of its customers. Seller’s customers reside solely in Maryland, Washington D.C., and Virginia (the “GEOGRAPHIC AREA.”). Since 2002, Seller has promoted and advertised its SERVICES solely within the GEOGRAPHIC AREA by using COMPUTER NERDS ON CALL as a trademark in standard character font and, since 2005, as the design mark shown in Exhibit A (cumulatively, the “MARK”). Seller has advertised its SERVICES using the MARK since 2002 in newspapers, in certain and various hard copy and online yellow pages, via search engine sponsored

advertising, hard copy inserts and flyers, and on television and radio. Since 2002, Seller has been the only business in the GEOGRAPHIC AREA to offer and/or provide computer-related services using its TRADE NAME and the MARK, or any confusingly similar trade name or mark. As a result of Seller's long-time advertising efforts using its TRADE NAME and MARK and its provision of its SERVICES, consumers in the GEOGRAPHIC AREA have come to uniquely associate COMPUTER NERDS ON CALL with Seller. Seller has, therefore, developed trademark rights and goodwill in COMPUTER NERDS ON CALL in the GEOGRAPHIC AREA. Seller has not registered its rights in the MARK with the federal, or any state, Trademark Office.

3. From February 2005 to the present, Seller has owned the registrations to the domain names computernerdsoncall.net and computernerdsoncall.com (the "DOMAIN NAMES"). Seller is the lawful and sole owner, and registrant, of the DOMAIN NAMES. Seller has published a website at computernerdsoncall.net, which publishes information about Seller's business and SERVICES, since February 2005 and, since then, has configured computernerdsoncall.com to forward to that website—the homepage of which is shown in Exhibit B. The TRADE NAME and MARK are prominently displayed in and on the website. While the website can be viewed worldwide, Seller has only advertised its TRADE NAME and MARK, and has only provided its SERVICES, within the GEOGRAPHIC AREA.

4. Since 2002, Seller has been compiling, and has compiled, a list of its customers and potential customers which includes those persons' names, addresses, phone numbers, and contact personnel information (the "CUSTOMER LIST."). Seller maintains its CUSTOMER LIST in one or more digital databases. The CUSTOMER LIST is proprietary to Seller and, as one or more compilations, is, and has been maintained as, a trade secret.

5. Seller declares, represents, and warrants that all the facts asserted in this Paragraph I(D) are true and accurate and acknowledges that Buyer is relying on all these facts as the most important bases upon which to enter into this Agreement and to purchase the ASSETS.

6. The "ASSETS" that are hereby assigned and transferred from Seller to Buyer are: (i) the TRADE NAME, (ii) the MARK, (iii) the DOMAIN NAMES and their registrations, (iv) the goodwill associated with Seller's business and its TRADE NAME and MARK, (v) the CUSTOMER LIST, (vi) all choses in action that exist now or which may arise in the future which Seller may assert relating to the TRADE NAME, MARK, and/or DOMAIN NAMES, (vii) the name and contact information of the independent contractor providers of Seller's SERVICES, and (viii) all its rights in and to all the telephone numbers that Seller advertised could be used to reach Seller.

II. Assignment and Consideration

A. Seller hereby assigns to Buyer all right, title, and interest in the ASSETS.

B. So long as Seller is not in breach of this Agreement, Buyer shall pay Seller a total of [REDACTED] as full and complete consideration for the ASSETS. Buyer shall satisfy its payment obligation to Seller according to the following schedule:

1. [REDACTED] shall be paid no later than one business day after Buyer is in receipt of a copy of this Agreement signed by Seller, a digital copy of the CUSTOMER LIST, and once Seller has initiated the transfer of the registrations for the DOMAIN NAMES, and

2. [REDACTED] shall be paid no later than one business day after both DOMAIN NAMES have actually been transferred into Buyer's name [as verified by Buyer by checking the official WHOIS database located at internic.net/whois.html] and after Buyer is in receipt of the Maryland trade name registration amendment form signed by Seller identifying Buyer as the new owner of the TRADE NAME.

C. Buyer shall make its payments to "Fortune Ajebon" by business check, certified check, wire transfer, or any other means mutually agreeable to the Parties. The payments may be delivered by First Class U.S. Mail to an address of Seller's choosing and are considered paid upon mailing. It shall not be a material breach of Paragraph II(B) or this Agreement if any of Buyer's payments is delayed through no fault of Buyer.

D. Buyer shall pay all transfer fees assessed by the losing and/or gaining registrars of the DOMAIN NAMES, all costs associated with changing the registrant information listed on the State of Maryland trade name registration for "Computer Nerds On Call," and all fees assessed by any government agency to record and/or perfect this Agreement. Buyer shall maintain in confidence the fact that it purchased the CUSTOMER LIST and, specifically, shall not so inform any such customers. Seller shall pay any and all taxes assessed against it arising from or relating to this transaction.

III. Seller Warranties. Seller represents and warrants that:

A. Since 2002 to the present, there have been no assertions, claims, or allegations (either oral or written) by any person which have become known to Seller that challenge, or in any way call into question, Seller's lawful and/or exclusive right to own or use any of the ASSETS, and

B. Seller is the rightful, lawful, and exclusive owner of each of the ASSETS. There is no contract, option, or any other right of any person binding upon the Seller, or which at any time may become binding upon the Seller, to sell, transfer, assign, license, or in any other way dispose of or encumber any of the ASSETS other than pursuant to this Agreement, and

C. Seller has not knowingly withheld from Buyer knowledge of any circumstance that has, will, or may encumber Buyer from fully and exclusively using and enjoying the ASSETS, and

D. Seller acknowledges that Buyer is relying on each of these representations and warranties as important bases upon which to enter into this Agreement and to purchase the ASSETS. This Paragraph III shall survive the termination or expiry of this Agreement.

IV. Seller's Performance Obligations

A. Seller has already provided Buyer with the account user name and password which can be used to transfer to Buyer the registration of computernerdsoncall.com. Seller has already provided Buyer with the authorization code necessary to effect the transfer of the registration of computernerdsoncall.net to Buyer. Buyer shall assist in these transfer processes, and

B. Seller shall fully cooperate with Buyer in doing all the things necessary for Buyer to reactivate or transfer the telephone numbers known to the public that were used to contact Seller, and

C. Seller shall have a thirty calendar day "Transition Period" to wind up doing business under the TRADE NAME, MARK, and DOMAIN NAMES. The Transition Period begins upon Seller's receipt of this Agreement signed by Buyer and ends on midnight thirty calendar days later. By the end of the Transition Period, Seller shall cease all use of the TRADE NAME, MARK, and DOMAIN NAMES, and all confusingly similar variants, including any that contain, in a literal or design configuration, the word "Nerd" and/or the phrase "On Call" ("VARIANTS"). This cessation of use shall be in perpetuity and shall include, but is not limited to, all print and digital advertising and in, or on, all marketing material and specifically requires that Seller not publish any webpages that include the TRADE NAME, MARK, DOMAIN NAMES, or VARIANTS.

D. During the Transition Period, the Parties shall use their best efforts to satisfy customer and potential customer requests for service, such efforts, for Seller, being limited to promptly providing Buyer with information upon request, which shall be provided fully, in good faith, and without restraint.

E. Seller shall not sell, assign, license, transfer or in any other way convey or provide, for consideration or for free, or in any other way dispose of, the CUSTOMER LIST, or any parts thereof, other than to Buyer in accordance with the terms and conditions of this Agreement. During and after the Transition Period should Seller be contacted by anyone seeking service from "Computer Nerds On Call, Inc." or any other provider of computer-related services that operate in the GEOGRAPHIC AREA, Seller shall provide the person with Buyer's website domain name and business telephone number. Seller shall not refer that person, or any person, to any provider of computer-related services operating within the GEOGRAPHIC AREA other than Buyer.

F. Seller shall cooperate with Buyer to take all the actions necessary to register COMPUTER NERDS ON CALL and/or NERDS ON CALL as a trademark within the GEOGRAPHIC AREA. Seller shall provide Buyer with one or more advertisements published in commerce [in a newspaper, yellow pages, etc.] in the GEOGRAPHIC AREA that shows that COMPUTER NERDS ON CALL was used by Seller to advertise its business.

G. Seller acknowledges that Buyer filed a federal concurrent use trademark registration application for the mark NERDS ON CALL. That application is currently pending before the Trademark Trial and Appeal Board (Proceeding No. 94002323). Seller acknowledges it is a party to that proceeding, that it has defaulted, and, therefore, that it may not now oppose the registration being sought by Buyer. Seller agrees that Buyer may submit this Agreement, in whole or in part, to the Trademark Trial and Appeal Board for any purpose, including, but not limited to, requesting that Seller be deleted from the Proceeding and an extension of registration coverage to include the GEOGRAPHIC AREA. Seller shall cooperate with Buyer and/or the Trademark Trial and Appeal Board, if requested, to assist Buyer in these efforts.

H. Seller acknowledges that Buyer is relying upon Seller's promise to perform each of the above obligations as important bases upon which to enter into this Agreement and to purchase the ASSETS. This Paragraph IV shall survive the termination or expiry of this Agreement.

V. Not A Sale Or Purchase Of Seller's Business

A. The Parties acknowledge and agree that neither this Agreement nor any of its terms

or conditions, or the Parties' entry into this Agreement, is the sale by Seller or purchase by Buyer of Seller's business or any assets other than those defined as ASSETS. The only property conveyed to Buyer by this Agreement are the ASSETS which, as already defined, includes, but is not limited to, the goodwill associated with Seller's business and its TRADE NAME and MARK. The Parties acknowledge that Seller owns other assets that are not being conveyed to Buyer by this Agreement.

B. Nothing in this Agreement obligates Buyer to satisfy any of Seller's current or future obligations, duties, or warranties to third parties (including, but not limited to, Seller's current and/or potential customers, suppliers, and/or independent contractors) and Seller acknowledges and agrees that it alone remains bound and responsible to satisfy and/or comply with all such obligations, duties, and warranties. In particular, the Parties acknowledge that Pitney Bowes Credit Corporation filed a UCC Financing Statement with the Maryland State Department of Assessments and Taxation on September 29, 2006 which confers to that company a security interest in all of Seller's "equipment of whatever nature manufactured, sold, distributed or financed by Pitney Bowes, Inc. . . ." Seller represents, warrants, and agrees that this security interest does not attach to any of the ASSETS.

C. Should any third party assert in any dispute resolution venue, or threaten that it will assert, any claim, cause of action, or allegation of wrongdoing resulting from or related to any of Seller's conduct or actions, or lack thereof, occurring before the end of the Transition Period, Seller shall be solely responsible, shall respond, shall hold Buyer harmless, shall adequately provide for Buyer's defense, and shall indemnify Buyer from all liability, including punitive in nature, that results from any such claim, cause of action, or allegation of wrongdoing.

VI. No Partnership Or Joint Venture. The Parties acknowledge and agree that neither this Agreement nor any of its terms or conditions, or the Parties' entry into this Agreement, creates a partnership or joint venture between them and that each remains a separate and distinct business entity, notwithstanding the Transition Period.

VII. Notice. The Parties acknowledge and agree that they may communicate, and provide all required notices and signed copies of documents, by e-mail, and that digital or faxed copies of documents suffice and serve as if they are originals. The receipt of an e-mail communication is effective when sent so long as it is not returned undeliverable to the sender.

VIII. Entire Agreement. This Agreement sets forth the full understanding of the Parties and supersedes all prior discussions, understandings and/or agreements, whether oral or written. The Parties acknowledge and agree that this Agreement, and its terms and conditions, was reached after negotiation. Each party acknowledges and agrees that it had the opportunity to confer with an attorney of its choice and that this Agreement shall not be construed in favor of Seller due to it being drafted, in the main, by the attorney for Buyer. This Agreement may not be amended except by a writing signed by both Parties.

IX. Successors And Assigns. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and assigns.

X. Governing Law And Dispute Resolution. This Agreement and each of its provisions shall be governed by the laws of California, without respect to the choice of law provisions thereof.


Should any disputes arise out of or related to this Agreement the venue to resolve any such dispute shall be within California or any other State that the Parties mutually upon.

XI. Counterparts. This Agreement may be signed in one or more counterparts, all of which will be treated as one and the same instrument.

XII. Effective Date. This Agreement is effective on the date signed by Seller below.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.


SELLER
Computer Nerds On Call



By: Fortune Ighodale Ajebon, President

02-10-2010

Date




Fortune Ighodale Ajebon, an individual

02-10-2010

Date

BUYER
Nerds On Call, Inc.



By: Ryan Eldridge, Vice President

2-10-2010

Date

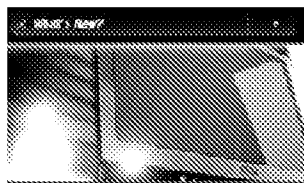
EXHIBIT A



EXHIBIT B

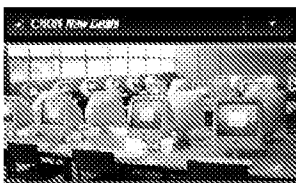
Welcome to the official website of ComputerNerds On Call

<http://www.computernerdsoncall.net/>



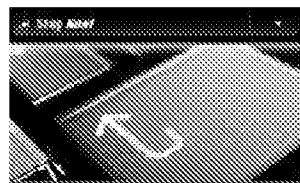
What's New?

- ComputerNerds launches ZEON systems
- Our new corporate image
- Give your website the ON touch



What's New?

- ZEON offers your employer ways to get it
- PC as low as \$745



What's New?

- More products available here!
- Order an onsite repairs & services
- Touch Screen Tablet PC

Shop

Home & Home Office
Small & Medium Business
Large Business
Handhelds

About Us

Company Profile
Web design services
Media services
Our community
Share your ideas

Support

All Support Options
Drivers & Downloads
Product Support
FAQs



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