

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
Fetchbox, LLC		06/15/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Box.net, Inc.		
Also Known As:	AKA BOX		
Street Address:	220 Portage Ave		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2650384	FETCHBOX	
CORRESPONDENCE DATA			
Fax Number:	(650)838-4350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508384441		
Email:	coleb@perkinscoie.com		
Correspondent Name:	Brian R. Coleman		
Address Line 1:	3150 Porter Drive		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	61599-4000		
NAME OF SUBMITTER:	Brian R. Coleman		
Signature:	/brian r. coleman/		

CH \$40.00 2650384

Date:

06/20/2011

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME PURCHASE AND ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement") dated as of June 15, 2011 (the "Effective Date"), is made by and among Fetchbox, LLC, a New York company ("Assignor"), its principal Ronald Schorr, and Box.net, Inc., a Delaware company ("Assignee").

RECITALS

A. Assignor owns, has adopted, has used, and is using the mark identified on Schedule A (the "Mark") attached hereto in connection with its business and is the owner of all right, title and interest in and to the registration for the Mark and the common law rights in and to the Mark;

B. Assignor owns the domain names identified on Schedule B (the "Domain Names") attached hereto and is the registrant of record for the Domain Names with Network Solutions, LLC (the "Registrar").

C. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Mark and to the Domain Names, including any and all goodwill and common law rights associated therewith, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment and Transfer of Mark. Assignor hereby irrevocably sells, assigns, and transfers to Purchaser all of Assignor's rights, title, and interest in and to the Mark and the registration therefor, together with any and all of the goodwill of the business associated with the Mark, the common law rights in and to the Mark and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any past, present or future infringement of the Mark.

2. Assignment and Transfer of Domain Names. Assignor hereby irrevocably sells, assigns, and transfers to Purchaser all of Assignor's rights, title, and interest in and to the Domain Names, together with any and all of the goodwill of the business associated with the Domain Names. Assignor consents and authorizes the Registrar to transfer the Domain Names to Purchaser in accordance with the regular transfer procedures of Registrar. Assignor will cooperate promptly in facilitating the transfer to Assignee of the Domain Names with the Registrar and will follow the rules designated by the Registrar to effect such transfer, including promptly responding to the e-mail sent to Assignor from the Registrar confirming the transfer of the Domain Names to Assignee.

3. **Acceptance.** Assignee hereby accepts the foregoing assignments of the Mark and the Domain Names.

4. **Representations and Warranties.**

Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Mark and the Domain Names; and
- c. Assignor has used the Mark and the Domain Names since at least 2000, and has continuously used them in connection with its business since that time.

5. **Payment.** In full consideration of Assignor's transfer to Assignee of all rights, title, and interest in and to the Mark and the Domain Names and the associated goodwill, Assignee shall pay Assignor the total sum of \$_____. Upon execution of this Agreement, Assignee shall deposit the funds in escrow with Perkins Coie LLP ("Perkins Coie"). Assignee shall (a) record this Agreement with the U.S. Patent and Trademark Office and (b) initiate a request with the Registrar to transfer the Domain Names within one (1) business day of the execution of the Agreement. Assignor shall authorize the transfer of the Domain Names within one (1) business day of receiving the request for authorization from the Registrar. Upon confirmation of the transfer of the Domain Names to the Assignee by the Registrar, Perkins Coie shall release the funds to Assignor.

5. **Future Use of Mark and Domain Names.** Assignor and its principal Ronald Schorr, shall not make any use, either for their own benefit or for the benefit of any other person or entity, of the Mark or Domain Names. Assignor and Mr. Schorr agree that they shall not in the future register, use, apply to register or assist any third party with registering, use or apply to register a domain name, trademark, or designation that comprises or includes, whether alone or in combination with each other or with other words, the term "Fetchbox" or "Box."

6. **Liabilities.** Assignee shall not assume or become obligated in any way to pay any liabilities, debts, or obligations of Assignee, including, but not limited to, any liabilities or obligations now or hereafter arising from Assignee's business activities that took place prior to the execution of this Agreement or any liabilities arising out of or connected to the execution of this Agreement. Assignor shall indemnify and hold harmless Assignee and its officers, directors, Affiliates, employees, and agents against any loss or claim related to the foregoing. Notwithstanding the foregoing, Assignee shall assume any and all liabilities and obligations associated with the use of the Mark and Domain Names arising out of or related to Assignee's use of the Mark and Domain Names and Assignee shall indemnify and hold harmless Assignor against any loss or claim related thereto

7. **Further Assurances.** Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence,

record and perfect the contribution, transfer, assignment and recordation of the rights being assigned hereunder.

8. Entire Agreement. This Agreement and the schedules hereto constitute the entire agreement of Assignor and Assignee with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by a writing signed by each party hereto.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any choice of law principles. Any disputes arising under this Agreement must be settled in a court of competent jurisdiction in the State of California.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile shall be as legally binding for all purposes as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers as of the Effective Date.


ASSIGNORS:

FETCHBOX, LLC:

By: _____
Name: _____
Its: _____

RONALD SCHORR:

ASSIGNEE BOX.NET, INC.:

By: 
Name: DANIEL LEVIN
Its: Chief Operating Officer

8. Entire Agreement. This Agreement and the schedules hereto constitute the entire agreement of Assignor and Assignee with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by a writing signed by each party hereto.

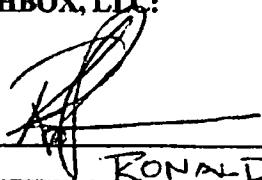
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers as of the Effective Date.

ASSIGNORS:

FETCHBOX, LLC:

By: 
Name: RONALD SCHORR
Its: PRESIDENT

RONALD SCHORR:



ASSIGNEE BOX.NET, INC.:

By: _____
Name: _____
Its: _____

SCHEDULE A

MARK

<u>Trademark</u>	<u>Federal Registration No./Application No.</u>	<u>Registration Date</u>
FETCHBOX	2,650,384	11/12/2002

SCHEDULE B
DOMAIN NAMES.

Domain Names

fetchbox.com
fetchbox.org
fetchbox.net
picturebox.com