

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/02/1999		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EOFFICE CORPORATION	FORMERLY EMEDIA TECHNOLOGIES, INC.	11/02/1999	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Mr Thomas Gordon Hinrichs		
Also Known As:	Thomas H. Gordon, DBA EOFFICE BRANDS		
Street Address:	1134 Crane Street, Suite 216		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2063815	EOFFICE	
CORRESPONDENCE DATA			
Fax Number:	6502504137		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6503149089		
Email:	from_uspto@eoffice.com		
Correspondent Name:	Thomas Hinrichs Gordon		
Address Line 1:	1134 Crane Street, Suite 216		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Thomas H. Gordon AKA Thomas G. Hinrichs		
SIGNATURE:	/Thomas H. Gordon/		
DATE SIGNED:	11/19/2017		
Total Attachments: 8			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), effective as of November 02, 1999, is between eOffice Corporation ("Seller"), an Arizona corporation, and Thomas Gordon Hinrichs, an Individual, also known as Thomas H. Gordon, doing business as eOffice Brands ("Purchaser"), collectively Seller and Purchaser referred to as the "Parties."

Recital. Seller owns and operates a computer services business, which includes a direct-telephone-dial network and related software, computer hardware and customer support. Purchaser also owns a computer services business, which includes providing access to a private network, but it is accessed over the world-wide-web on the Internet at www.eoffice.com. Purchaser and Seller consider it in their best interests to enter into this agreement and therefore, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. **Assets Purchased.** Under the terms of this Agreement, Seller shall sell, and Purchaser shall buy the Trademark and Domain assets (the "Assets" as defined in Exhibit A "*eOffice@ Trademarks and Domains*").
2. **Purchase Price.** The total price for the Assets shall be an amount equal to Fifty Five Thousand Dollars (\$55,000), which shall be paid by Purchaser as follows:
 - a) Purchaser will forfeit at Closing the amount of Fifty Five Thousand Dollars (\$55,000) in accumulated salary, which is due to Purchaser for services rendered to Seller between the period: June 1, 1998 to June 1, 1999.
 - b) Purchaser will execute, at Closing, the License-Back agreement referenced in Section 3(c) below.
3. **Additional Agreements to be Delivered at Closing.** Within the terms and conditions of this Agreement, the Parties will enter into and deliver the following agreements:
 - a) **Confidentiality Agreement** found in Exhibit B ("*Agreement to Keep Information Confidential*").
 - b) **Salary Forfeiture Agreement** as found in Exhibit C ("*Salary Forfeiture Agreement*").
 - c) **License-Back Agreement** as found in Exhibit D ("*eOffice@ Trademark and Domain License to eOffice Corporation*").
4. **The Closing.** Execution, completion and delivery of all documents related to this Asset Purchase Agreement shall take place on or about December 1, 1999 at a time, date and place as the Parties agree.

5. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser as follows:
- a) **Organization.** Seller is a corporation duly organized and has the authority to own the Assets, which are referenced for sale to Purchaser.
 - b) **Authorization and Enforceability.** Seller has the authority to execute and perform this Agreement, which constitutes the valid, legal and binding obligations of Seller.
6. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller as follows:
1. **Organization.** Purchaser is an Individual who has the power and authority to carry-on its business as it is currently being conducted and to own and license-back the Assets referenced for sale by Seller.
 2. **Authorization and Enforceability.** Purchaser has the authority to execute and perform this Agreement, which constitutes the valid, legal and binding obligations of Purchaser.
7. **Notices.** All notices shall be deemed given when delivered by mail or personally to:

Seller: eOffice Corporation
PO BOX 63202
Phoenix, AZ 85250-2303
Phone (480) 948-4790
Fax (480) 951-0477

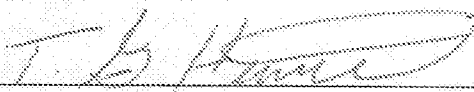
Purchaser: Thomas H. Gordon
F.K.A Thomas Gordon Hinrichs
D.B.A eOffice Brands
7101 E. Lincoln Drive
Scottsdale, AZ 85253

8. **Expenses.** Each party agrees to cover all of its expenses in connection with the transactions contemplated in this Agreement.
9. **No Announcement.** The Parties agree that no announcement shall be made related to the transaction contemplated in this Agreement.
10. **Assignment.** This agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona.
12. **Waiver and Amendment.** Except as otherwise expressly provided herein, no provision hereof may be waived, amended or otherwise modified except by a written agreement signed by the Parties.

13. **Entire Agreement.** This Agreement, together with the exhibits and schedules hereto, embodies the entire agreement and understanding between the Parties with respect to the subject matter and supersedes all prior agreements and understandings relating thereto.
14. **Confidentiality.** Seller and Purchaser agree to keep this Agreement and the transaction contemplated hereby confidential and shall only disclose it on a confidential basis prior to the issuance of mutual information releases, if any.
15. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.
16. **Severability.** If all or any portion or provision of this agreement shall to any extent be held invalid or unenforceable in whole or in part by a court or agency having valid jurisdiction pursuant to a valid decision or decree, then the parties hereto expressly agree to be bound by any lesser covenant imposing the maximum legal duty permitted by law that is subsumed within the terms of such covenant, as if the resulting covenants were separately stated in and made a part of this Agreement, and the remainder of this Agreement shall remain in full force and effect.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

eOFFICE CORPORATION

By: 
Name: Thomas Gordon Hinrichs
Title: Chairman, President, and Corporate Secretary

eOFFICE BRANDS

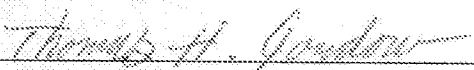

By: 
Name: Thomas H. Gordon
F.K.A Thomas Gordon Hinrichs
D.B.A eOffice Brands
Title: Owner

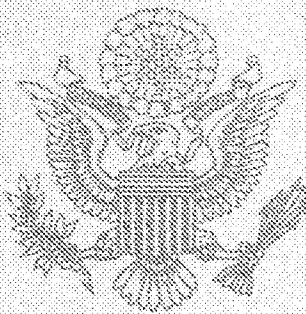
EXHIBIT A

eOffice® Trademarks and Domains

TRADEMARKS	eOffice®
LOGOS	
INTERNET DOMAIN	eoffice.com

COPY

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,063,815

United States Patent and Trademark Office

Registered May 20, 1997

SERVICE MARK
PRINCIPAL REGISTER

EOFFICE

EOFFICE CORPORATION (ARIZONA CORPORATION)
8485 EAST MCDONALD DRIVE
SUITE 333
SCOTTSDALE, AZ 85250

WORK FOR THE TRANSFER AND DISSEMINATION OF A WIDE RANGE OF INFORMATION, IN CLASS 42 (U.S. CLS. 100 AND 101).
FIRST USE 6-1-1994; IN COMMERCE 3-22-1995.

FOR: COMPUTER SERVICES, NAMELY PROVIDING MULTIPLE USER ACCESS TO A PRIVATE COMPUTER INFORMATION NET-

SN 74-653,243, FILED 3-28-1995.
ROBERT J. CROWE, EXAMINING ATTORNEY

Page 3 of 5



eOffice Corporation • 8485 East McDonald Drive, Suite 333, Scottsdale, Arizona 85250
Phone (602) 948-7992 • Fax (602) 951-0477

03/04/98

FAX

NIC-980302.19165

From: Thomas G. Hinrichs
Phone: (602) 948-7992
Fax: (602) 951-0477

To:
Firm: INTERNIC
Phone:
Fax: 703-742-9552

Total pages including this page: 1

re: *statement of authorization; changing contact record*

Domain: EOFFICE.COM
NIC Tracking Number: NIC-980302.19165
Registrant: eOffice
8485 East McDonald Drive
Suite #333
Scottsdale, AZ 85250
602-948-7992

To whom it may concern at INTERNIC, this letter verifies my desire to have our contact record changed, as we are the registrant.

We are faxing this statement per INTERNIC instructions because our administrative contact's email address has changed, thus we will not be able to ACK via the current administrative contact email address on INTERNIC record.

Thank you.

Tom Hinrichs
President, eOffice Corporation



Registration Services



Whois Query Results

eoffice EOFFICE-DOM
8485 E. McDonald Dr. #333
Scottsdale, AZ 85250

Domain Name: EOFFICE.COM

Administrative Contact, Technical Contact, Zone Contact:
Hinrichs, Tom TN363 admin@EOFFICE.COM
(602) 948-7992

Billing Contact:
Hinrichs, Tom TN363 admin@EOFFICE.COM
(602) 948-7992

Record last updated on 27-Feb-98.
Record created on 29-Jul-95.
Database last updated on 2-Mar-98 04:45:42 EDT.

Domain servers in listed order:

SATURN.PSN.NET 207.211.58.15
NS1.CRL.COM 165.113.1.36

