

*Handwritten:* MKD  
12.20.99

RECOR

01-31-2000

Patent and Trademark Office  
Docket No. 39752-4000000



101254181

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

RECEIVED  
 1999 DEC 20 AM 9:21  
 OPR/FINANCE

<p>1. Name of conveying party(ies): Conic Systems, Inc.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State: Texas  <input type="checkbox"/> Other                 </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Tadpole Technology, Inc.                  Internal Address:                  Street Address: 2300 Faraday Avenue                  City: <u>Carlsbad</u>, State: <u>CA</u> ZIP: <u>92008</u></p> <p> <input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u>  <input type="checkbox"/> Other: _____                 </p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p> <input checked="" type="checkbox"/> Assignment                                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:                 </p> <p>Execution Date: <u>October 8, 1999</u></p>	

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Registration No.(s)
	<b>2,165,664</b>

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Lynn M. Humphreys</p> <p>Morrison &amp; Foerster LLP 425 Market Street San Francisco, California 94105-2482</p>	<p>6. Total number of applications and trademark registrations involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41): \$40.00</p> <p> <input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 39752-4000000                 </p> <p>8. Deposit account number: <u>03-1952</u></p>
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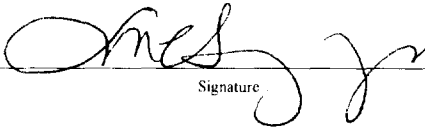
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Lynn M. Humphreys  
Registration No: (regno)

  
 Signature

12/14/99  
 Date

Total number of pages comprising cover sheet, attachments and document: 5

01/28/2000 DNGUYEN 00000266 2165664  
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**Mail documents to be recorded with required cover sheet information to:**  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of October 8, 1999 (the "Effective Date"), by and between Conic Systems, Inc., a Texas corporation ("Assignor"), and Tadpole Technology, Inc., a Delaware corporation (the "Assignee").

## RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of October 8, 1999, between Assignor and Assignee, Assignor desires to assign to Assignee the entire right, title and interest in and to all of Assignor's intellectual property relating to the Acquired Assets and Assumed Liabilities, including, without limitation, certain registered trademarks and service marks, and applications for registrations thereof. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. Assignment. The Assignor hereby assigns, grants, transfers and sets over to the Assignee all right, title and interest in and to all Intellectual Property included within the Acquired Assets and Assumed Liabilities, including, without limitation, all trademarks and service marks, copyrights, patents and trade secrets and any other intellectual property rights, together with (a) all registrations and foreign counterparts thereof filed or prosecuted by or on behalf of Assignor (including all applications therefor and all renewals, extensions or continuations thereof, and the right to apply for such renewals, extensions and continuations); (b) all rights to causes of action or remedies related thereto (including the right to sue for past infringement or violation of rights associated with the foregoing); and (c) any and all other rights, benefits, privileges and interests pertaining to the foregoing (collectively, "Intellectual Property").

2. Marks. Without limitation of the foregoing, Intellectual Property includes all federal, foreign, state and common law fictitious business names, brand names, trade names, trademarks and service marks, and all registrations thereof and applications therefor and all renewals and extensions thereof filed or prosecuted by or on behalf of Assignor (and the right to apply for such renewals and extensions) (collectively, "Marks"), including, but not limited to, the Marks listed in Schedule 1 of this Assignment, together with all goodwill associated therewith, and all rights to causes of action or remedies related thereto (including the right to sue for past infringement or violation of rights associated with the foregoing).

3. Further Assurances. The Assignor agrees to execute such additional documents, complete such other formalities and extend such other cooperation as may be reasonably

requested or required to perfect Assignee's interest in the Intellectual Property, including, without limitation, any appropriate instruments required to be filed in the applicable national trademark offices or other appropriate offices.


4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

5. Conflicts. To the extent there is a conflict between the terms and provisions of this Agreement and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern.

IN WITNESS THEREOF, each of the undersigned represents and warrants that he is duly authorized to sign this Agreement on behalf of the party that he represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties have executed this Agreement as of the date first written above.

**TADPOLE TECHNOLOGY, INC.,**  
a Delaware corporation

**CONIC SYSTEMS, INC.,**  
a Texas corporation

By:   
Name: CARL BALDINI  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

requested or required to perfect Assignee's interest in the Intellectual Property, including, without limitation, any appropriate instruments required to be filed in the applicable national trademark offices or other appropriate offices.

4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

5. Conflicts. To the extent there is a conflict between the terms and provisions of this Agreement and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern.

IN WITNESS THEREOF, each of the undersigned represents and warrants that he is duly authorized to sign this Agreement on behalf of the party that he represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties have executed this Agreement as of the date first written above.

**TADPOLE TECHNOLOGY, INC.,**  
a Delaware corporation

**CONIC SYSTEMS, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Martin Epner  
Name: MARTIN EPNER  
Title: President

Schedule 1

**MARKS**

1. US Trademark Reg. No. 2,165664 issued 6/16/98 for CONIC SYSTEMS
2. Australia, Reg. No. 758877, issued 4/2/98 for CONIC
3. (Trade mark registration of CONIC in Canada is temporarily suspended, pending submittal of "Declaration of Use.")

Schedule 1

oc-123468

**RECORDED: 12/20/1999**

**TRADEMARK  
REEL: 002013 FRAME: 0082**