

12-06-2000



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11.15.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year
01/01/00

Conveying Party

Mark if additional names of conveying parties attached

Name Wood-Howard Products, Inc.

Execution Date
Month Day Year
01/01/00

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name FastMark Holdings, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 125 University Avenue, Suite 250

Address (line 2) _____

Address (line 3) Palo Alto California 94301

Individual General Partnership Limited Partnership Corporation Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Limited Liability Company Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,624,817"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Scott D. Minden
Name of Person Signing


Signature

11/15/00
Date Signed

ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into this 1st day of January, 2000, by and between Wood-Howard Products, Inc., a California corporation, ("Assignor"), and FastMark Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee and Assignor are parties to that certain Contribution Agreement dated as of even date herewith (the "Contribution Agreement") (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Contribution Agreement);

WHEREAS, the execution and delivery of this Assignment Agreement is a condition precedent to Assignee's obligations under the Contribution Agreement.

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

1. Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to all of the W-H Contribution (as such intellectual property is defined and described in the Contribution Agreement), including, without limitation, US Patent no. 5,063,637, European Patent No. 0463063, the trademarks "FastMap" and "FastAid," and all rights to any accrued and unpaid royalties under the License Agreement (as such term is defined in the Contribution Agreement).

2. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the assignee and owner of the Intellectual Property.

4. Concurrently with the execution of this Assignment Agreement, Assignor shall deliver the original papers, applications, and other official documents relating to all patents and trademarks, and other aspects of the W-H Contribution, assigned under Section 1 above.

5. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.

6. With respect to the W-H Contribution, Assignor will, from and after the Closing (i) use its best efforts to keep such W-H Contribution confidential, including continuing to protect the confidential nature of such W-H Contribution as if the contribution provided for in the Contribution Agreement had not occurred, (ii) not disclose the W-H Contribution to any third party and (iii) not use the W-H Contribution.

7. From time to time after the date hereof, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest of Assignors in and to the W-H Contribution and otherwise in order to carry out the purpose and intent of this Assignment Agreement.

8. This Assignment Agreement, together with the Contribution Agreement and all documents executed in connection with the Contribution Agreement, constitutes the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Assignment Agreement to the contrary, nothing contained in this Assignment Agreement shall in any way superseded, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignors or Assignee set forth in the Contribution Agreement nor shall this Assignment Agreement expand or enlarge any remedies under the Contribution Agreement including without limitation any limits on indemnification specified therein. This Assignment Agreement is intended only to effect the transfer of certain property transferred pursuant to the Contribution Agreement and shall be governed entirely in accordance with the terms and conditions of the Contribution Agreement.

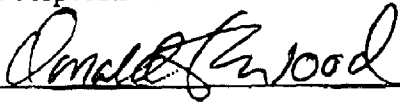
9. This Assignment Agreement shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the State of California in the governing law).

10. This Assignment Agreement may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Wood-Howard Products, Inc.,
a California corporation

By: 

Donald L. Wood
President and Chief Executive Officer

FastMark Holdings, LLC,
a Delaware limited liability company

By: 

Howard E. Wolf, Manager

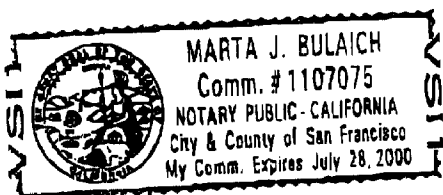
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On this 14th day of March, in the year 2000, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Howard Wolf, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they respectively executed the same in their authorized capacities, and that by their signature on the instrument the persons executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Marta J. Bulaich

Notary Public in and for the
aforesaid County and State

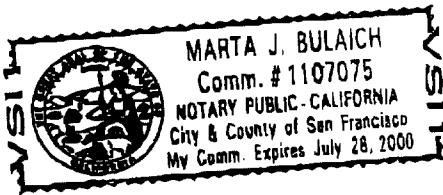
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO ~~DIEGO~~ FRANCISCO) ss.

On this 14th day of March, in the year 2000, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Donald Wood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



[Handwritten Signature]
Notary Public in and for the
aforesaid County and State