

01-18-2001



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CNRD 1-2-01

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  
Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

**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)

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**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" value="76093481"/>	<input type="text" value="76093458"/>	<input type="text" value="76085361"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76088325"/>	<input type="text" value="76088330"/>	<input type="text" value="76086165"/>	<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.

Steven R. Borgman, Reg. #33,160

12/29/00

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), dated as of July 19, 2000, is by and among Enron Corp., an Oregon corporation ("Enron"), and Enron Net Works LLC, a Delaware limited liability company ("Net Works") and wholly-owned subsidiary of Enron, as Assignors, and DealBench L.L.C., a Delaware limited liability company and wholly-owned subsidiary of Net Works, as Assignee.

WHEREAS, Assignors are in the business of operating and maintaining a web site at <[www.dealbench.com](http://www.dealbench.com)> (formerly known as <[www.enrondirectfinance.com](http://www.enrondirectfinance.com)>), which provides various services, and, in connection with such business, own and have various assets, including rights to certain technology and related proprietary rights relating to the web site at <[www.dealbench.com](http://www.dealbench.com)> ; and

WHEREAS, Assignors desire to transfer to Assignee all of their right, title and interest in and to such business and assets in order to allow Assignee to own the same as the successor.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I DEFINED TERMS**

1.1 *Defined Terms.* Terms not otherwise defined in this Agreement shall have the respective meanings set forth below:

"Assets" shall mean all right, title and interest of Assignors in and to all of the properties, assets, rights and interests, including, but not limited to, the DealBench Technology, owned or held by Assignors for purposes of the Business. "Assets" shall not include any real property.

"Business" shall mean the business of operating and maintaining the web site at <[www.dealbench.com](http://www.dealbench.com)> (formerly known as <[www.enrondirectfinance.com](http://www.enrondirectfinance.com)>).

"DealBench Technology" shall mean all trademarks, trade secrets, know-how, computer software, copyrights, and other technology and related proprietary rights relating to the Business, including, without limitation, all rights to patents, patent applications, copyrights, trade secrets, know-how, confidential information, the trademarks set forth on Exhibit A hereto and all associated goodwill.

"Liabilities" shall mean all debts, obligations and other liabilities of the Business of any nature, known and unknown.

"Person" shall mean an individual, corporation, partnership, trust, unincorporated organization, association or any other entity.

**ARTICLE II  
ASSIGNMENT AND ASSUMPTION**

2.1 *Assignment.* Assignors have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto Assignee all of Assignors' right, title and interest in and to the Assets, the same to be held and enjoyed by Assignee, its assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made. The foregoing assignment includes, without limitation, the right to sue and collect damages (including lost profits and the like) for any and all past, present, and future infringement of any of the DealBench Technology.

2.2 *Assumption.* Assignee hereby assumes and agrees to pay, perform and discharge all Liabilities to the full extent that Assignors are obligated to pay, perform and discharge such Liabilities.

**ARTICLE III  
GENERAL**

3.1 *Further Assurances.* Assignors hereby agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Agreement and to sign all lawful papers, execute all divisional, continuation, continuation-in-part and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns and nominees, to obtain and enforce legal protection for the DealBench Technology in all countries.

3.2 *Assets Intended to be Conveyed.* In the event this Agreement erroneously fails to convey all of the Assets, or erroneously conveys an asset other than the Assets, the parties hereto shall execute such corrective documents and take such other actions as are necessary to correct the error.

3.3 *Costs of Transfer.* Assignors shall pay (or reimburse Assignee for) all sales, use and similar taxes and fees, if any, arising out of the conveyances and deliveries to be made hereunder.

3.4 *Successors and Assigns.* This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer upon any other Person any benefits, rights or remedies.

3.5 *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflicts of laws, except to the extent that it is mandatory that the law of some other jurisdiction shall apply.

3.6 *Bill of Sale; Assignment.* To the extent required by applicable law, this Agreement shall also constitute a "bill of sale" or "assignment" of the Assets.

3.7 *Counterparts.* This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[SIGNATURE PAGE FOLLOWS]

EXECUTED at Houston, Texas, as of the date first set forth above.

Enron Corp.

By: [Signature] *Z/W*  
Name: Ben F. Glisan, Jr.  
Title: Vice President, Finance and Treasurer

Enron Net Works LLC

By: [Signature] *Z/W*  
Name: Jeffrey McMahon  
Title: Managing Director

DealBench L.L.C.

By: Enron Net Works LLC, its sole owner

By: [Signature] *Z/W*  
Name: Jeffrey McMahon  
Title: Managing Director

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE me, the undersigned authority, on this day personally appeared Ben F. Glisan, Jr. Vice President, Finance and Treasurer of Enron Corp., an Oregon corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 19th day of July, 2000.

[Signature]  
Notary Public in and for the State of Texas

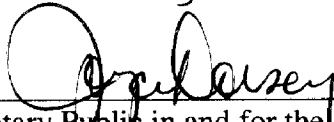
[SEAL]

(Print Name) JOYCE DORSEY  
Notary Public, State of Texas  
My Commission Expires FEBRUARY 22, 2003.  
My Commission Expires:

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

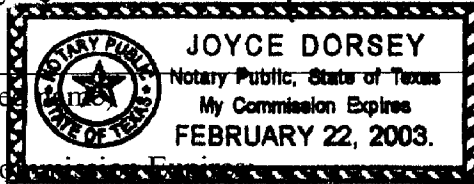
BEFORE me, the undersigned authority, on this day personally appeared Jeffrey McMahon, Managing Director of Enron Net Works LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 19th day of July, 2000.



Notary Public in and for the State of Texas

[SEAL]



(Printed)

My Commission Expires

**EXHIBIT A**

<u>Trademark</u>	<u>Number</u>	<u>Date of Filing</u>
DEALLINE	76/093,481	July 12, 2000
DEALNOTES	76/093,458	July 12, 2000
DEALMONITOR	76/085,361	July 7, 2000
DEALBENCH	76/088,325	July 10, 2000
DealBench	76/088,330	July 10, 2000
DEALBENCH.COM	76/086,165	July 10, 2000