

04-11-2001

Docket No.:



101671963

Tab settings

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

1. Name of conveying party(ies):

eMarketplace, Inc.

1.10.01

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 20, 2000

2. Name and address of receiving party(ies):

Name: L. Wayne Kiley

Internal Address:

Street Address: 205 East 5th Street

City: Corona State: CA ZIP: 92879

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,049,418

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alan N. Forman

Internal Address: Berlack, Israels & Liberman
120 W 45th Street

New York, NY 10036

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:



01-10-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

DO NOT USE THIS

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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.

Robert Wallace
Name of Person Signing

Signature

December 20, 2000
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002267 FRAME: 0266

U.S. TRADEMARK ASSIGNMENT

ASSIGNMENT made this 20th day of December 2000, by eMarketplace, Inc., a Delaware corporation located at 255 West Julian Street, Suite 100, San Jose, CA 95110 ("Assignor").

WHEREAS, Assignor is the owner of the U.S. Trademark Registration listed on the schedule annexed hereto as Exhibit A (the "Mark"); and

WHEREAS, L. Wayne Kiley an individual residing at 205 East 5th Street Corona, CA 92879 ("Assignee") desires to acquire Assignor's right, title and interest in and to the Mark together with the goodwill in connection with the Mark; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill in connection with the Mark.


NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill in connection with the Mark, including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made.

Notwithstanding anything contained in this Assignment to the contrary or otherwise provided by applicable law in the absence of this paragraph, this Assignment and the property to be transferred hereunder are made by Assignor and accepted by Assignee AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY RECOURSE UPON AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATIONS, whether oral or written, past, present, or future, by Assignor, and Assignor's directors, officers, employees, agents or attorneys as to any matter whatsoever.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, his successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer duly authorized on the date and year first above written.

EMARKETPLACE, INC.

By 
Name: Robert Wallace
Title: CEO

State of California }
County of Santa Clara }

On this 2 day of ~~December 2000~~ ^{January 2001}, before me came Jean J. Rivers, of eMarketplace, Inc., who acknowledged to me that he is the Authorized Agent of eMarketplace, Inc. and that he executed the foregoing document on behalf of eMarketplace, Inc. with full authority to do so.





Notary Public

EXHIBIT A
TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
COMPUTER MARKEPLACE	2,049,418	4/1/97

COPY

BERLACK, ISRAELS & LIBERMAN LLP

120 WEST 45TH STREET
NEW YORK, N.Y. 10036

—————
(212) 704-0100
CABLE: BERILIB
FACSIMILE: (212) 704-0196

goebellb@berlack.com

January 9, 2001

VIA EXPRESS MAIL

Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Re: Trademark Registration No. 2,049,418

Ladies and Gentlemen:

Enclosed herewith for filing please find an original executed: (i) Recordation Form Cover Sheet along with a check for \$40.00 payable to the United States Patent and Trademark Office; and (ii) U.S. Trademark Assignment for the assignment of the mark, COMPUTER MARKETPLACE, Registration No. 2,049,418, from eMarketplace to L. Wayne Kiley.

Kindly acknowledge your receipt of the enclosed on the attached copy of this letter and return the same to me in the envelope provided. If you have any questions or would like to discuss his matter further, please do not hesitate to call me at 212-209-4815.

Very truly yours,



Linda B. Goebel

cc: A. Forman, Esq.
Encl.

101261-1

RECORDED: 01/10/2001

**TRADEMARK
REEL: 002267 FRAME: 0270**