

06-08-2001

EET

U.S. Department of Commerce

Patent and Trademark Office



To the Honorable Commissioner of Patents and

Documents or copy thereof.

1. Name of conveying party(ies): **101744594**

Name and address of receiving party(ies):

Net32.com, Inc. (also known as Dental Purchasing Online, Medical Purchasing Online, SimShop, Inc. and SimShop Online)

Net32, Inc.  
103 Parkrise Court  
Apex, North Carolina 27502

*64-01*

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State North Carolina
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)

Execution Date: May 25, 2001

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No(s):

B. Trademark Registration No(s): 2,385,077; 2,293,111

Additional numbers attached?  Yes  No

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

Theodore R. Harper  
Kilpatrick Stockton LLP  
3737 Glenwood Avenue, Suite 400  
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Balance due authorized to be charged to deposit account if funds provided are insufficient

8. Deposit account number: 16-1435

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.*

Theodore R. Harper  
Name of Person Signing

*TRH*  
Signature

June 1, 2001  
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARK AND DOMAIN NAME  
ASSIGNMENT AGREEMENT**

WHEREAS, Net32.com, Inc., also previously known as Dental Purchasing Online, Medical Purchasing Online, SimShop, Inc. and SimShop Online, a Delaware corporation, having its principal offices at 3000 RDU Center Drive, Suite 100, Morrisville, North Carolina 27502 (“ASSIGNOR”), has adopted, used, is using and is the owner of the following trademarks (collectively, the “Trademarks”):

<b>Trademark</b>	<b>U.S. Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
NET32 (& design)	2,385,077	9/12/00	Registered
SIMSHOP	2,293,111	11/16/99	Registered
NET32			Unregistered
NET32.COM			Unregistered

WHEREAS, ASSIGNOR has also registered the following domain names and related URL’s (collectively with all trademarks appurtenant thereto, whether registered or unregistered, the “Domain Names”):

**Registered Domain Names**

<b>Domain Name</b>
net32.net
mynet32.com
mynet32.net
mynet32.org
dental-purchasing.com
dentalpurchasing.com
dentalbuying.com
dentalbuying.net
dentalbuying.org
medical-purchasing.com

<b>Domain Name</b>
medical-purchasing.net
medical-purchasing.org
medicalpurchasing.com
medicalpurchasing.net
simshop.org
crazy-costumes.com
garden-gnomes.com
ostrichfarmer.com
huge-pumpkins.com

WHEREAS, Net32, Inc., a North Carolina corporation, having its principal offices at 103 Parksrise Court, Apex, North Carolina 27502 (“ASSIGNEE”) has entered into an Asset Purchase Agreement (the “Purchase Agreement”) dated as of the date hereof with ASSIGNOR and the other signatories thereto, and is to acquire said Trademarks and Domain Names of ASSIGNOR pursuant to the terms and conditions of such Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration paid pursuant to the terms and conditions of the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to said Trademarks and Domain Names throughout the world, including without limitation the above-identified U.S. Trademark application(s) and/or registration(s), and any and all other corresponding application(s) or registration(s), together with the good will of the business symbolized by the Trademarks and Domain Names;

2. ASSIGNOR further sells, assigns and transfers to ASSIGNEE all rights of ASSIGNOR to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the foregoing Trademarks or Domain Names, including the right to bring an action for past, present and future infringement or misuse.

3. ASSIGNOR agrees to cooperate with ASSIGNEE (at no cost to ASSIGNOR) and any successor to ASSIGNEE’s rights acquired herein in any dispute with any third party concerning ASSIGNEE’s ownership, or its successor’s ownership to the extent it involves a contest of this Assignment, of and right to use the Trademarks and the Domain Names

assigned herein. ASSIGNOR further agrees to execute and deliver to ASSIGNEE any documents necessary to effect the transfers herein. In the event ASSIGNOR fails to execute or deliver such documents, ASSIGNOR hereby grants ASSIGNEE a Power of Attorney to act on its behalf and take any necessary steps for such purposes.

4. ASSIGNOR agrees to cease all use of the Trademarks and the Domain Names and any trademarks which are likely to be confusingly similar to the trademarks assigned herein.

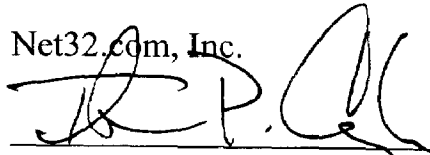
5. In the event that ASSIGNOR has received or applied for registration of any Trademark, ASSIGNOR agrees to execute a separate Trademark Assignment assigning only the Trademarks and their respective applications to the U.S. Trademark Office, to ASSIGNEE to allow ASSIGNEE to record such assignment with the U.S. Trademark Office.

6. ASSIGNOR agrees to execute a separate Assignment form, as required by Network Solutions Inc. or any other applicable domain name registrar, assigning the Domain Names to ASSIGNEE.

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**ASSIGNOR:**

Net32.com, Inc.



By:

THOMAS P. CAVANAGH

Name:

PRESIDENT / CEO

Title:

**ASSIGNEE:**

Net32, Inc.



By:

Donna J. Cassidy

Name:

President

Title:

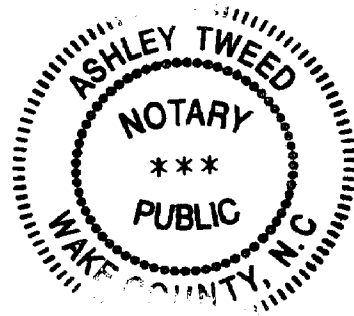
Wake County

This 25th day of May, A.D. 2001, personally came before me, Ashley Tweed, Notary Public for said County and State, Thomas P. Cavanagh, who, being duly sworn by me, says that he is President/CEO of Net32.com, Inc., a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President/CEO of Net32.com, Inc. acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 25<sup>th</sup> day of May A.D. 2001.

Ashley Tweed  
Notary Public

My Commission Expires 10-9-2002



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