

11-23-2001

FORM PTO-1595
1-31-92



101900378

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

-Y 11.19.01

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

1. Name of conveying party(ies):
 Craig Janik
 2556 Fernhill Drive
 Los Altos, California 94024-6302
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

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

2. Name and address of receiving party(ies):
 Name: SimpleDevices, Inc.
 Internal Address: _____
 Street Address: 111 Anza Boulevard, Suite 120
 City: Burlingame State: CA ZIP: 94010-1932
 Individual(s) citizenship _____
 Association _____
 Limited Partnership _____
 Corporation Delaware
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 14, 2001

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
78/033,732, 78/022,220

B. Trademark Registration No.(s)
11-19-2001
 U.S. Patent & TMOs/TM Mail Rpt Dt. #11

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lori M. Stockton
 Internal Address: BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard, 7th Floor
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666
 (Attach duplicate copy of this page if paying by deposit account)

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.

Lori M. Stockton
 Name of Person Signing

Signature

11/15/01
 Date

Total number of pages comprising cover sheet: 4

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on 11/15/01.

Candace Baker
 Candace Baker

11/15/01
 Date

11/21/2001 18YRME 00000049 78033732
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

TRADEMARK
 REEL: 002398 FRAME: 0015

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective on the 14th day of November, 2001 (the "Effective Date"), by and between Craig Janik ("Assignor"), an individual, and SimpleDevices, Inc. ("Assignee"), a Delaware corporation;

WHEREAS, Assignor is the owner of the trademarks, trademark applications and domain names set forth in Exhibit A hereto (the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

2. Assignee hereby accepts the foregoing assignment;

3. Assignor shall cooperate with Assignee, at Assignee's expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

4. This Assignment contains the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties;

5. Assignor represents and warrants to Assignee that (a) the rights, titles, and interests herein sold, assigned and transferred to Assignee are free and clear of any liens, encumbrances or claims; (b) Assignor has full right to enter into this Assignment and convey the same rights, titles, and interests; and (c) Assignor has not previously sold, assigned, licensed or otherwise transferred, in whole or in part, any of its right, title or interest in and to the Trademarks.

6. The parties agree that General Instruments Corporation, d/b/a the Broadband Communications Sector of Motorola, Inc. shall be a third-party beneficiary to this Assignment.

7. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns;

8. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms

9. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

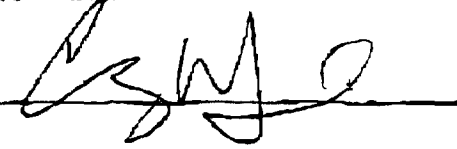
To Assignor: Craig Janik
25566 Fernhill Drive
Los Altos, California 94024-6302

To Assignee: SimpleDevices, Inc.
111 Anza Boulevard
Suite 120
Burlingame, California 94010-1932

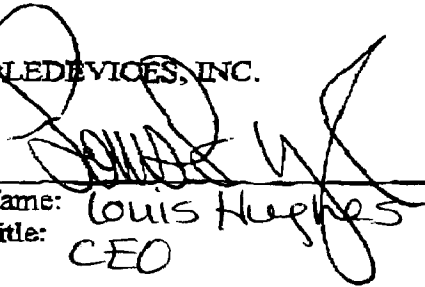
10. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the Effective Date.

CRAIG JANIK

By: 

SIMPLEDEVICES, INC.

By: 
Name: Louis Hughes
Title: CEO

**EXHIBIT A
TRADEMARKS**

Mark	Serial Number	Filing Date
SIMPLEFI	78/033,732	November 3, 2000
SIMPLESERVE	78/022,220	August 21, 2000

DOMAIN NAMES

simplefi.com simplefi.net
