

05-30-2002

Form PTO-1594 (Rev. 03/01)

OFFICE OF PUBLIC RECORDATIO TRADE



MENT OF COMMERCE nt and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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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):

ADSERVER, INC.

5-22-02

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

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

3. Nature of conveyance:

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

Execution Date: May 17, 2002

2. Name and address of receiving party(ies)

Name: FASTCLICK.COM, INC.

Internal Address:

Street Address: 5385 Hollister Ave., Ste 201
Santa Barbara
City: State: CA Zip: 93111

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
2531353

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Bruce W. McRoy, Esq.

Internal Address:

Street Address: 1421 State Street, Suite B

Santa Barbara
City: State: CA Zip: 93101

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:

N/A

(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.

JANET M. STONE
Name of Person Signing

JANET M. STONE
Signature

5/22/02
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/29/2002 TB1A21 00000087 2531353

01 FC1481

40.00 DP

TRADEMARK
REEL: 002515 FRAME: 0300

ASSIGNMENT OF SERVICE MARK

Assignor: ADSERVER, INC.
(A Delaware corporation)
296 Heaths Bridge Road
Concord, MA 01742

Assignee: FASTCLICK.COM, INC.
(A California corporation)
5385 Hollister Avenue, Suite 201
Santa Barbara, California 93111

Service Mark: ADSERVER
Date of Registration: January 22, 2002
Registration Number: 2531353
Class of Registration: IC 035; US 100, 101, 102

Effective Date: May 17, 2002

1. **Assignment.** Assignor hereby transfers and assigns to Assignee, its successors and assigns, free and clear of all liens, charges, encumbrances and restrictions, all of Assignor's worldwide right, title and interest in and to:

- (a) the service mark described above (the "Service Mark"), together with all goodwill associated therewith;
- (b) all federal, state, foreign and domestic registrations and applications for registration relating to the Service Mark; and
- (c) all common law rights relating to the Service Mark.

2. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee that all of the following are true, correct and complete.

- (a) Assignor owns good and marketable title to the Service Mark free and clear of all liens, charges, claims, security agreements, equities, options, pledges and encumbrances whatsoever.
- (b) Assignor has full right, power and authority to enter into this Assignment and to transfer and assign the Service Mark free and clear of all liens, charges, claims, security agreements, equities, options, pledges and encumbrances whatsoever.
- (c) Pursuant to this Assignment, Assignee will acquire good and marketable title to the Service Mark, free and clear of all liens, charges, claims, security agreements, equities, options, pledges, and encumbrances whatsoever.

- (d) Neither the execution and delivery of this Assignment, nor the consummation of the transactions contemplated hereby, nor compliance by Assignor with any of the provisions hereof, will violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the creation of any lien, security interest, charge or encumbrance upon the Service Mark, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, agreement, lease or other instrument or obligation to which Assignor is a party, or by which Assignor may be bound or affected.
- (e) This Assignment constitutes the valid and legally binding obligation of Assignor and is enforceable against Assignor in accordance with its terms;
- (f) Assignor has neither transferred or assigned nor agreed to transfer or assign any or all of Assignor's right, title or interest in or to any or all of the Marks the Invention to any other individual or entity.
- (g) The registration of the Service Mark described above is currently in effect and a valid registration under the U.S. Lanham Act, is owned by Adserver and relates to the use of the Service Mark with services described in service mark class 035.
- (h) No opposition or other proceeding has been initiated against Assignor or the Service Mark contesting in any manner the validity of the Service Mark, the registration of the Service Mark, or Assignor's right, title or interest in the Service Mark.

3. Consideration. Assignor acknowledges that it has received adequate consideration for its transfer and assignment of the Service Mark to Assignee.

4. Further Acts. Assignor shall assist Assignee (at Assignee's expense) in doing all things necessary (including signing all necessary documents) to obtain registrations on any or all of the Marks anywhere in the world and to perform such lawful acts (including signing all necessary documents) as Assignee may reasonably request to effectuate fully this Assignment.

5. Governing Law. The validity, construction, and performance of this Assignment are governed by the laws of the State of California applicable to contracts made and to be fully performed in the State of California.

IN WITNESS WHEREOF, Assignor has entered into this Assignment of Service Marks as of the Effective Date set forth above.

Adserver, Inc.

By: 
Brian Benko, President