

06-10-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/200)



T U.S. DEI U.S. Pa 05-24-2002 U.S. Patent & TMO/TM Mail Rcpt Dt. #26

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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):  
Richard J. Helferich **5-24-02**

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

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

2. Name and address of receiving party(ies):  
Name: Wireless2Web, L.L.C.  
Internal Address:  
Street Address: 9321 Eton Avenue  
City: Chatsworth  
State: CA      Zip: 91311

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: \_\_\_\_\_  
 Other: Limited Liability Company

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

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

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

Execution Date: May 11, 2000

4. Application Number(s) or Registration Number(s):  
A. Trademark Application No.(s):  
76/045,849

B. Trademark Registration No.(s):

Additional numbers attached?       Yes       No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Martin M. Zoltick  
ZOLTICK TECHNOLOGY LAW GROUP, PLLC  
Internal Address: Atty. Dkt.: 00104-118-UST  
Street Address: 21515 Ridgetop Circle, Suite 200  
Loudoun Tech Center  
City: Sterling      State: VA      Zip: 20166

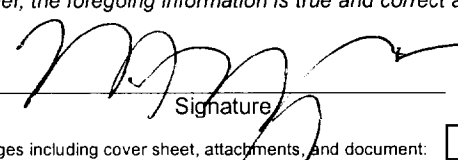
6. Total Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)      \$ 40.00  
 Enclosed  
 Authorized to be charged to Deposit Account

8. Deposit account number: \_\_\_\_\_  
(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.*

Martin M. Zoltick            May 24, 2002  
Name of Person Signing      Signature      Date

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

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05-24-2002  
U.S. Patent & TMOtc/TM Mail Rcpt Dt. #26

**ASSIGNMENT**

**THIS ASSIGNMENT** is made effective as of May 11, 2000, by Richard J. Helferich (hereinafter referred to as "Assignor"), residing at 1439 Lauren Court, Encinitas, California 92024;

**WHEREAS**, Assignor has adopted and is using the Mark set forth in SCHEDULE A hereof which Assignor has used in various countries throughout the world including the United States of America;

**WHEREAS**, Wireless2Web, L.L.C., a limited liability company organized and existing under and pursuant to the laws of the State of Delaware and having its principal place of business at 9321 Eton Avenue, Chatsworth, California 91311 (hereinafter referred to as "Assignee"), desires to acquire the Mark and the goodwill associated with the Mark.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in and to the application for said Mark and all of its right, title, and interest to said Mark set forth in SCHEDULE A hereof, together with the goodwill of the business symbolized by the Mark, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Mark and/or registration, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Mark are registered and any renewal of the term thereof.

**AND** for the same consideration, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said application and believes he is the sole and lawful owner of the entire right, title, and interest to said Mark and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

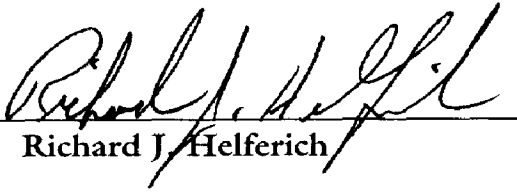
**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor and Assignee will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done as determined jointly by Assignor and Assignee for the procurement, maintenance, enforcement and defense of said Mark and registration thereof, without charge to Assignor or Assignee, their successors, legal representatives and assigns, whenever counsel of Assignor and Assignee, or counsel of their successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Mark and registration thereof, or any proceeding in connection with said Mark and registration thereof in any country, is lawful and desirable.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office and any foreign offices for recordation of this document:

ZOLTICK TECHNOLOGY LAW GROUP, PLLC

Martin M. Zoltick 35.745

ASSIGNOR:

  
Richard J. Helferich

ASSIGNEE: Wireless2Web, L.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

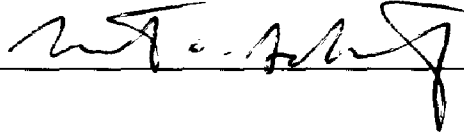
Title: \_\_\_\_\_

ASSIGNOR:

Richard J. Helferich

ASSIGNEE: Wireless2Web, L.L.C.

By:



Name:

Martin A. Schwartz

Title:

Managing Partner

**SCHEDULE A**

**APPLICATION AND COMMON LAW MARK**

1. **MOBILE2WEB** – U.S. Trademark Application S.N. 76/045,849, filed May 11, 2000  
(Attorney Docket 00104-118-UST)