

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Tradenable, Inc.		12/12/2001	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	ValiCert, Inc.		
Street Address:	1215 Terra Bella Avenue		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number		
Registration Number:	2258974		
Registration Number:	2275481		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(415)836-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 836-2593		
Email:	dmclean@graycary.com		
Correspondent Name:	Eliane Setton, Esq.		
Address Line 1:	153 Townsend Street, Suite 800		
Address Line 4:	San Francisco, CALIFORNIA 94107-1907		
ATTORNEY DOCKET NUMBER:	2100670-901500 ES/PAM		
NAME OF SUBMITTER:	Eliane Setton, Esq.		

OP \$65.00 2258974

Total Attachments: 6

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## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 12th day of December, 2001 (the "Commencement Date"), by and between ValiCert, Inc., a Delaware corporation ("Buyer") and Tradenable, Inc., a Delaware corporation ("Seller").

### RECITALS

Buyer desires to purchase, and Seller desires to sell, certain assets of Seller's business on the terms and subject to the conditions contained in this Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

#### **ARTICLE 1. SALE AND PURCHASE OF ASSETS**

Subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from Seller at the Closing, the assets described in this Article 1, on the Closing Date, as the same shall exist on the Closing Date, in such condition and location as the same exist on the Closing Date, all of which are collectively referred to as the "Assets" and individually referred to as an "Asset," including:

**1.1 Tangible Assets.** The personal tangible property, including but not limited to computers, diskettes, laboratory equipment, and network equipment, set forth on Schedule 1.1 hereto (hereafter collectively referred to as the "Tangible Assets").

#### **1.2 Intellectual Property.**

(a) The trademarks, service marks, domain names, slogans, logos, trade names, trade dress, fictional business names, brand names, and the like, including without limitation the marks "Tradenable" and "i-Escrow", including any modifications thereof and all applications, whether based upon intent to use or use or any registrations or renewals thereof, and all goodwill associated therewith, or related thereto, set forth on Schedule 1.2(a) hereto (collectively, "Trademarks");

(b) The patents, patent applications, patent disclosures, industrial designs and inventions (whether or not patentable and whether or not reduced to practice), including, without limitation, continuation, divisional, continuation-in-part, or reissue patent applications and registrations issuing thereon and renewals or extensions thereof, excluding all tangible media relating thereto (collectively "Patents"), set forth on Schedule 1.2(b) hereto;

(c) Seller's works of authorship and copyrights thereon and registrations, applications therefor and renewals thereof, set forth on Schedule 1.2(c) hereto (collectively "Copyrights");

encumbrances. Seller is not a party to, nor are the Assets subject to, any judgment, judicial order, writ, injunction or decree that materially adversely affects the Assets or the use thereof by Seller.

**7.5 Taxes.** To the best knowledge of Seller's current management, there are no pending assessments, asserted deficiencies or claims for additional taxes that affect or pertain to the Assets that have not been paid.

**7.6 Litigation; Claims; Defaults.** To the best knowledge of Seller's current management, Seller has not been served with any currently effective summons or complaint and there is no action or suit, equitable or legal, to which Seller is a party, nor any administrative, arbitration or other proceeding pending or, to the best knowledge of Seller's current management, threatened against Seller in respect of the Assets.

**7.7 Compliance with Laws.** To the best knowledge of Seller's current management, Seller has complied, and through the Closing will continue to comply, in all material respects with federal, state and local laws, rules and regulations applicable to the Assets.

**7.8 No Inconsistent Agreements.** Seller has not entered into any memorandum of understanding, letter of intent or other similar agreement, written or oral, with any other party, which would be inconsistent with the terms of this Agreement.

**7.9 Intellectual Property Rights.** To the best knowledge of Seller's current management, Seller owns all right, title and interest and all related patent, copyright, trademark, trade secrets and similar proprietary rights in all Intellectual Properties. To the best knowledge of Seller's current management, Seller has received no notice that it is infringing upon, violating or otherwise acting adversely, or by operating the Assets would infringe upon, violate or otherwise act adversely, to the right or claimed right of any person or entity under or with respect to any rights relating to the Intellectual Properties of any other person or entity and Seller (after reasonable investigation) does not know of any likely basis therefor. Seller has not granted source rights to any of the Intellectual Properties. To the best knowledge of Seller's current management, Seller is not aware of any action, suit, proceeding or investigation pending or currently threatened against Seller or any other third party which relate to the Seller's ownership or use of any Intellectual Properties of Seller.

**7.10 Dissenter's Rights.** Neither the Agreement, nor the transactions contemplated by the Agreement, provide Seller's shareholders with dissenter's rights as described in California Corporations Code Chapter 1300.

**7.11 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 7, SELLER DOES NOT MAKE OR GIVE ANY WARRANTY REGARDING THE ASSETS SOLD TO BUYER PURSUANT TO THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 7, ALL SUCH ASSETS ARE SOLD, AS THE CASE MAY BE, "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

(whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Asset Purchase and Sale Agreement as of the first date written above.

**BUYER:**

**SELLER:**

**ValiCert, Inc.**

**Tradenable Inc.**

By: Joseph Amram  
Chief Executive Officer

By: Woodson Hobbs  
Chief Executive Officer

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

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

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Chief Executive Officer

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

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

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From-

To-FENWICK & WEST

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1-520 P.006/006 F-506

Dec-21-2001 10:45am From-FENWICK & WEST LLP

Schedule 1.2(a)

Trademarks

All Trademarks (as defined in Section 1.2(a) of the Agreement), used by or in connection with the Business, including the following:

UNITED STATES

Mark	Class of Goods and Services	Status	Filing date	History	Comments
TRADENABLE <sup>tm</sup>	9, 35, 36, & 42	Pending Application	7/31/2000	Application based on an intent to use the mark. Filed on behalf of I-Escrow.com, Inc. Assigned to Tradenable, Inc. January 31, 2001 as a result of name change. (Application No. 76/101/712)	An Office Action was on October 17, 2001 in response to the Office Action was served on 11/28/01.
I-ESCROW <sup>®</sup>	9	Registered	1/5/1998	Registration based on use of the mark since as early as May 27, 1997. Registration in the name of I-Escrow, Inc. (Reg. No. 2258974)	Registered July 6, 1998 Mark first used 5/27/97
I-ESCROW <sup>®</sup>	36	Registered	11/13/97	Registration based on use of the mark. Registration in the name of I-Escrow, Inc. (Reg. No. 2275481)	Registered September 1999. Mark first used 5/27/97

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