

TRADEMARK ASSIGNMENT

Whereas, NETWORK SERVICES CORPORATION, a California corporation ("Assignor"), whose principal office as of the date hereof is located at 561 Sky Ranch Drive, Petaluma, California 94954, is the owner of numerous trademarks and trademark registrations, more particularly described on Exhibit A attached hereto and by reference incorporated herein ("Trademarks").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to HYDROPOINT DATA SYSTEMS, a California corporation ("Assignee"), whose principal office is located at 679 Francisco Street, San Francisco, California 94133, all of its right, title, ownership and interest in and to the Trademarks, together with (a) all goodwill of the business symbolized by the Trademark; and (b) any and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the Trademarks and the right to sue for past, present and future infringements of any of the Trademarks.

Assignor hereby agrees to perform all reasonable and proper acts at the request and expense of Assignee which Assignee may require in order to vest all of Assignor's right, title, ownership and interest in and to the said Trademarks in Assignee or its successors or assigns.

This Trademark Assignment is given pursuant to the terms of the Asset Purchase Agreement of even date herewith between Assignor and Assignee, and the assignment of the Trademarks hereunder is made subject to all the terms and provisions thereof, all of which are herein incorporated by reference.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment effective as of this 22 day of October, 2002.

NETWORK SERVICES CORPORATION,
a California corporation

By: Michael Marian

Name: Michael Marian

Its: Fres.

[NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE.]

STATE OF CALIFORNIA)
)
COUNTY OF Alameda) ss.

On this 2nd day of Oct, 2002, before me, Judith L. Conradson, a Notary Public in and for said State and County, personally appeared Michael Martin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Judith L. Conradson
Notary Public in and for said State and County



EXHIBIT A
TO
TRADEMARK ASSIGNMENT

Trademarks and Tradenames

AirNet Trademark, Principal Register, Reg. No. 2,421,727, January 16, 2001.

AutoBMP Trademark, On Extension for Statement of Use, first filed August 14, 1998. There was a payment due on May 30, 2002 for an Extension for Statement of Use; Seller did not make the payment and the trademark has lapsed. In the future, the trademark can be reinstated without prejudice if no one else has tried to trademark this name.

WeatherTRAK Trademark, Supplemental Register, Reg. No. 2,424,232, January 23, 2001.