

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Wireless Knowledge, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: August 6, 2003

2. Name and address of receiving party(ies)

Name: QUALCOMM Incorporated
Internal
Address: Patent & Trademark Dept.

Street Address: 5775 Morehouse Drive
City: San Diego State: CA Zip: 92121

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

78/249,782

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: Abdollah Katbab, Esq.

Internal Address: QUALCOMM Inc.

Patent & Trademark Dept, T180B

Street Address: 5775 Morehouse Drive

City: San Diego State: CA Zip: 92121

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:

170026

(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.

Abdollah Katbab

Name of Person Signing

Signature

August 20, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$40.00 170026 76249762

TRADEMARK ASSIGNMENT

WHEREAS, **Wireless Knowledge, Inc.**, a Corporation of the state of Delaware, United States of America (hereinafter "WIRELESS"), having a principal place of business and its corporate offices at 5012 Wateridge Vista Drive, San Diego, California 92121, has filed for a trademark in connection with the sale of:

Computer software, namely, computer software used in wireless communication devices, or within mixed networks employing wireless and non-wireless communication devices; software applications for allowing sales representatives to record, access, interpret, and transmit sales and distribution information among different wireless and/or non-wireless devices and software applications; computer software for managing pharmaceutical products sales and distribution information in a wireless or mixed network employing wireless and non-wireless communication interfaces,

which is pending in the United States Patent and Trademark Office, as intent-to-use application Serial No. **78/249,782: PHARMA TO GO**, dated **14 May 2003**; and

WHEREAS **QUALCOMM Incorporated**, a Corporation of the state of Delaware, United States of America, (hereinafter "QUALCOMM"), and having a principal place of business at 5775 Morehouse Drive, San Diego, California 92121-1714, is desirous of acquiring said trademark and the application thereof;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, **WIRELESS** does hereby assign unto **QUALCOMM** all rights, title, and

interest in and to said trademark, together with the good will of the business symbolized by said trademark, and the above identified registration thereof.

WIRELESS KNOWLEDGE, INC.

Dated: 8/6/03

By: 

Name: David Seror
Title: Assignee under that certain
General Assignment dated
June 10, 2003 between
Wireless Knowledge, Inc.,
a Delaware corporation,
and David Seror, as
assignee to Qualcomm Inc.

GENERAL ASSIGNMENT

THIS ASSIGNMENT made this 10th day of June, 2003, by WIRELESS KNOWLEDGE, INC., a Delaware corporation, having its principal place of business at 5010 Wateridge Vista Drive, San Diego, California (hereinafter referred to as "Assignor"), to DAVID SEROR (hereinafter referred to as "Assignee").

WITNESSETH:

That whereas Assignor is indebted to various persons and is desirous of providing for the payment of same, so far as is in its power, by an assignment of all of its property for that purpose:

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following General Assignment for the benefit of Assignor's creditors to David Seror, as Assignee, under the following terms and conditions:

1.

Assignor does hereby grant, bargain, sell, assign, and transfer to Assignee, his successors and assigns, in trust for the ultimate benefit of Assignor's creditors generally, all of the property and assets of the Assignor of every kind and nature and wheresoever situated (collectively, the "Assets"), whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein; included therein are all merchandise, furniture, fixtures, machinery, equipment, raw materials, merchandise or work in process, book accounts, books, accounts receivable, cash on hand, all causes of action (personal or otherwise), insurance policies, patents, trade marks, trade names, copyrights, trade secrets, intellectual property, any and all right, title, license, and/or interest of Assignor in advertising, including White and Yellow Page telephone listings, any and all right, title, license or other interest in Assignor's telephone, fax, or other numbers listed in any advertisement by which business is solicited, any and all rights and goodwill in the name "WIRELESS KNOWLEDGE", Assignor's complete computer systems, and all other property of every kind and nature owned by Assignor, and without limiting the generality of the foregoing, including all of the assets pertaining to that certain business known as WIRELESS KNOWLEDGE, located at 5012 Wateridge Vista Drive, San Diego, California 92121. Assignor shall use reasonable efforts to have the insurance policies endorsed over to the Assignee.

2.

This Assignment constitutes a grant deed of all real property owned by the Assignor, whether or not said real property is specifically described herein. Certain of said real property is more specifically described in Exhibit "A", attached hereto, and made a part hereof by reference as though set forth in full herein. [None. Leases only.]

3.

Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee, as intended by this Assignment, including, but not limited to, all of the Assignor's real and personal property and/or Assignor's interest therein, including mortgages, deeds of trust, motor vehicles, patent rights, trademarks, trade names, copyrights, trade secrets and intellectual property. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically among all others, claims for refund of taxes paid) or claims wherever necessary in the name of Assignor. Assignee is authorized to direct all Assignor's United States mail to be delivered to Assignee, and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do any thing or act which the Assignee in his sole and arbitrary discretion deems necessary or advisable to effectuate the purpose of this Assignment.

4. Assignor and Assignee agree to the following:

a.

This instrument transfers legal title and possession to Assignee of all of the above-described assets and Assignee, in his own discretion, may direct whether to continue all, or part, of the business operations, or to liquidate said assets.

b.

Assignee, at his discretion, may sell and dispose of said assets upon such terms and conditions as he may see fit, at public or private sale. Assignee shall not be personally liable in any manner, and Assignee's obligations shall be in a representative capacity only in his capacity as Assignee for the benefit of creditors. Assignee shall administer this estate to the best of his ability, but it is expressly understood that he, his agents and/or employees shall be liable only for the reasonable care and diligence in said administration. and he shall not be liable for any act or thing, or any omission to act, done by him, his agents or employees in good faith in connection therewith.

c.

From the proceeds of the sale, collections, operations or other source, Assignee shall pay himself and retain as Assignee all of his charges and expenses, together with his own remuneration and fee, which remuneration and fee shall be \$35,000.00. Assignee may also pay from such proceeds reasonable remuneration to his agents, attorneys and accountants, and may pay a reasonable fee to Assignee's attorney. All of the aforementioned amounts are to be determined at Assignee's sole direction, determination and judgment.

d.

Assignee may compromise claims, assume or reject Assignor's executory contracts, and discharge at his option any liens on said assets and indebtedness which under law are entitled to priority of payment. Assignee shall have the power to borrow money, hypothecate and pledge the assets, and to do all matters and things that said Assignor could have done prior to this

Assignment. Any act or thing done by the Assignee hereunder shall bind the assignment estate and the Assignee only in his capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue and defend suits as the successor of the Assignor, and the Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of the Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions.

e.

Assignor agrees (to the extent assignable by law) to make any and all claims for refund of taxes which maybe due from the Internal Revenue Service or other taxing agencies for tax refunds, or otherwise, and to forthwith upon receipt of such refunds pay them over to the Assignee, and hereby empowers Assignee to make all claims for refunds which may be made by Assignor.

f.

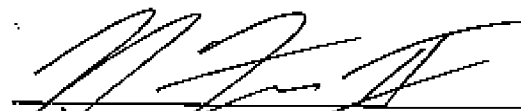
After paying all costs and expenses of administration and all fees and all allowed, secured and priority claims, Assignee shall distribute to all unsecured creditors, *pro rata*, any remaining net proceeds of this assignment estate. Said payments are to be made until all assets are exhausted, or these creditors are paid or settled, in full. Thereafter, the surplus of moneys and property, if any, shall be transferred or conveyed to the Assignor. If any undistributed dividends to creditors or any reserve funds shall remain unclaimed for a period of one year after issuance of a final dividend check by the Assignee, then the same shall become the property of this Assignee and used to supplement his fees for services rendered in administering this Assignment.

g.

It is agreed and understood that this transaction is a common law assignment for the benefit of Assignor's creditors, and is not a statutory assignment. This Agreement shall be governed by the provisions of section 493.010, *et seq.*, of the California Code of Civil Procedure.


WIRELESS KNOWLEDGE, a California corporation, ASSIGNOR

By:



NORM FIELDMAN
CEO, WIRELESS KNOWLEDGE

ACCEPTED THIS 11th day of June, 2003



DAVID SEROR, ASSIGNEE