

04-02-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨⇨⇨

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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): Porivo Technologies, Inc. 10-28-02
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: Gomez, Inc. Internal Law & Business Affairs Address: Street Address: 610 Lincoln St. City: Waltham State: MA Zip: 02451
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: August 5, 2002 (08/05/02)

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)
See attached sheet See attached sheet
75851912 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Frederic G. Hammond Internal Address: Gomez, Inc. Law & Business Affairs Street Address: 610 Lincoln St. City: Waltham State: MA Zip: 02451

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41) \$ 215.00 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. Frederic G. Hammond Signature 8/5/02 Date

Total number of pages including cover sheet, attachments, and document: 2

11/01/2002 6TOM11 00000197 75851982

01 FC:0521 40.00 OP 02 FC:0522 175.00 OP

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

TRADEMARK REEL: 002703 FRAME: 0967

Continuation of #4

A. Trademark Application Numbers:

Registered Marks	Status	Application #
Porivo	Registered 3/19/2002; 2550719	75851982
PEERAlert	Registered 4/2/2002; 2557266	76106436
PEERPressure	Pending	76106411
Porivo PEER	Pending	76106406
PEERPlane	Pending	76106407
All together now	Pending	76106413
PEERReview	Pending	76106405

B. Trademark Registration Numbers:

Registered Marks	Status	Application #
Porivo	Registered 3/19/2002; 2550719	75851982
PEERAlert	Registered 4/2/2002; 2557266	76106436

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 5th day of August, 2002 ("Effective Date"), by and between Porivo Technologies, Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 2525 Meridian Parkway Suite 240, Durham, North Carolina, 27713 ("Assignor"), and Gomez, Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 610 Lincoln Street, Waltham, Massachusetts, 02451 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that Purchase Agreement and Plan of Reorganization dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, inter alia, to assign to Assignee assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark and service marks registrations identified and set forth on Schedule A; (b) those foreign trademark registrations identified and set forth on Schedule B (the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark in the United States and any foreign equivalents.


This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 5th day of August, 2002.

PORIVO TECHNOLOGIES, INC.

By: 
Name: William Fisher
Title: President/CEO

GOMEZ, INC.

By: _____
Name: _____
Title: _____

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 5th day of August, 2002.

PORIVO TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

GOMEZ, INC.

By: _____

Name: Alexander D. Stein

Title: President + CEO

State of North Carolina)
)
County of Wake)

ss.:

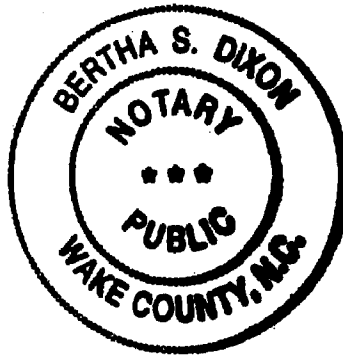
On this 5th day of August, 2002, before me, Bertha S. Dixon personally appeared William Holmes, President of Porivo Technologies, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to 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.

Bertha S. Dixon
Notary Public

My Commission Expires:

~~My Commission Expires 12-20-2006~~



STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 2002, personally appeared before me _____ personally known to me, who acknowledged that he/she executed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____.

Notary Public

My Commission Expires:

State of North Carolina)
)
County of Wake) ss.:

On this ___ day of August, 2002, before me, _____, personally appeared William Holmes, President of Porivo Technologies, Inc., 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.

Notary Public

My Commission Expires:

COMMONWEALTH
~~STATE OF MASSACHUSETTS~~)
) SS:
COUNTY OF MIDDLESEX)

On the 2 day of AUGUST, 2002, personally appeared before me A.O. STEIN personally known to me, who acknowledged that he/she executed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of GOMEZ, INC.

Notary Public

My Commission Expires:

FREDERIC G. HAMMOND
Notary Public
My Commission Expires
May 13, 2005

Schedule A: U.S. Trademark Registrations

REGISTERED MARKS	STATUS
"Porivo"	Registered 3/19/2002
"peerAlert"	Registered 4/2/2002
IN PROCESS MARKS	STATUS
"peerPressure"	Applied for
"Porivo PEER"	Applied for
"peerPlane"	Applied for
"All together now"	Applied for – Note: similar marks registered by AT&T may impede ability to secure this mark

Schedule B: Foreign Trademark Registrations

None.