

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 (Rev. 10/02) **TRADEMARKS ONLY** U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 6/30/2005)

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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):
Razorfish Los Angeles, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Razorfish, Inc.
 Internal _____
 Address: _____

Street Address: 32 Mercer Street
 City: New York State: NY Zip: 10013

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 Nunc Pro Tunc Assignment effective 5/21/01

Execution Date: July 24, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,030,284

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Becky L. Troutman
 Internal Address: Thelen Reid & Priest LLP

 Street Address: P.O. Box 190187

 City: San Francisco State: CA Zip: 94119

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:
500918

DO NOT USE THIS SPACE

9. Signature.

Becky L. Troutman *Becky L. Troutman* 9/25/03
 Name of Person Signing Signature Date

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

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

CH \$40.00 500918 2030284

NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This Nunc Pro Tunc Trademark Assignment Agreement is made and entered into effective as of May 21, 2001 by and between Razorfish Los Angeles Inc., a California corporation ("Assignor"), and Razorfish, Inc., a Delaware corporation ("Assignee") with reference to the following:

A. Assignor is the owner of the trademarks and service marks FUEL and FUEL & Design (as set forth in U.S. Trademark Application No. 75/629,626), along with all of the goodwill of the business symbolized by the Marks, including all rights under U.S. Trademark Registration No. 2,030,284 for FUEL and U.S. Trademark Application No. 75/629,626 for FUEL & Design (collectively, the "Marks").

B. Effective as of May 21, 2001, Assignor sold, assigned and transferred unto Assignee all of its right, title and interest in and to the Marks, and the parties now desire to ratify and confirm said sale, assignment and transfer of all of Assignor's right, title and interest in and to the Marks.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Assignor does hereby ratify and confirm its sale, assignment and transfer to Assignee, its successors and assigns, *nunc pro tunc* as of May 21, 2001, of Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

RAZORFISH LOS ANGELES INC.

By: [Signature]

Name: L. Tim Pierce

Title: VP

Date: 7-24-03