

06-12-2003

Form PTO-1594

(Rev. 10/02)

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

Tab settings ⇨ ⇨ ⇨ ▼

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

102471090 ▼ ▼ ▼

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

## 1. Name of conveying party(ies):

Namezero.com, Inc.

6-10-03

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 3/21/03

## 2. Name and address of receiving party(ies)

Name: CAT, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 11807 NE 99th St., #1100

City: Vancouver State: WA Zip: 98682

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Washington  
☐ 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) 75809853

B. Trademark Registration No.(s) 2518330; 2660150;  
2635919; 2559699; 2598835Additional number(s) attached ☐ Yes ☒ No

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

Name: Melissa A. Boge, Esq.

Internal Address: Preston Gates &amp; Ellis LLP

Street Address: 222 SW Columbia, Suite 1400

Post Office Box 75809853 State: OR Zip: 97201

## 6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

## 9. Signature.

Melissa A. Boge, Esq.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

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

OFFICE OF PUBLIC RECORDS  
 2003 JUN 10 AM 9:13  
 FINANCE SECTION

TRADEMARK  
 REEL: 002750 FRAME: 0614

**PROPRIETARY RIGHTS  
ASSIGNMENT AGREEMENT**

This PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT (the "Agreement"), by and between CAT, Inc., with an address of 11807 NE 99<sup>th</sup> Street, Suite 1100, Vancouver, Washington 98682 ("CAT"), and Namezero.com, Inc., with an address of 2 North Santa Cruz Avenue, Los Gatos, CA 95030, ("Namezero"), is effective as of March 21, 2003 (the "Effective Date").

**RECITALS**

WHEREAS, all of Namezero's trade secrets; copyrights; patents, patent applications, and patentable inventions; trademarks, service marks, tradenames and tradedress and goodwill associated therewith and moral rights associated therewith; research product plans, developments, inventions, processes, designs, specifications, and algorithms; software (including, but not limited to, source code (including revision histories), object code, and license key mechanisms); know-how and other engineering and technical data; and all other proprietary rights, including but not limited to intellectual property and intangible rights (including third party licenses), passwords and security phrases used in connection with the Business, including, but not limited to the items set forth in Schedule 1.1(a) (the "Proprietary Rights"), as defined in the Asset Purchase Agreement between Namezero and CAT, dated even herewith (the "APA") (collectively, the "Proprietary Rights");

WHEREAS, pursuant to the APA, all Proprietary Rights of Namezero, including but not limited to, those rights set forth in Schedule 1.1(a), are to be sold, transferred and assigned to CAT; and

WHEREAS, certain, but not necessarily all, of the Proprietary Rights to be transferred to CAT by Namezero pursuant to the APA are specifically described in Schedule 1.1(a), attached hereto and by this reference incorporated herein.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Namezero does hereby sell, transfer and assign to CAT all right, title, and interest in and to the Proprietary Rights, including but not limited to those set forth in Schedule 1.1(a), together with all goodwill associated therewith.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date written above.

CAT, INC.

By

Clint Page  
Clint Page

Title

Signature Date

NAMEZERO.COM, INC.

By

Bruce Keiser

Title

Signature Date

**PROPRIETARY RIGHTS  
ASSIGNMENT AGREEMENT**

This PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT (the "Agreement"), by and between CAT, Inc., with an address of 11807 NE 99<sup>th</sup> Street, Suite 100, Vancouver, Washington 98682 ("CAT"), and Namezero.com, Inc., with an address of 2 North Santa Cruz Avenue, Los Gatos, CA 95030, ("Namezero"), is effective as of March 21, 2003 (the "Effective Date").

**RECITALS**

WHEREAS, all of Namezero's trade secrets; copyrights; patents, patent applications, and patentable inventions; trademarks, service marks, tradenames and trade dress and goodwill associated therewith and moral rights associated therewith; research product plans, developments, inventions, processes, designs, specifications, and algorithms; software (including but not limited to, source code (including revision histories), object code, and license key mechanisms); know-how and other engineering and technical data; and all other proprietary rights, including but not limited to intellectual property and intangible rights (including third party licenses), passwords and security phrases used in connection with the Business, including, but not limited to the items set forth in Schedule 1.1(a) (the "Proprietary Rights"), as defined in the Asset Purchase Agreement between Namezero and CAT, dated even herewith (the "APA") (collectively, the "Proprietary Rights");

WHEREAS, pursuant to the APA, all Proprietary Rights of Namezero, including but not limited to, those rights set forth in Schedule 1.1(a), are to be sold, transferred and assigned to CAT; and

WHEREAS, certain, but not necessarily all, of the Proprietary Rights to be transferred to CAT by Namezero pursuant to the APA are specifically described in Schedule 1.1(a), attached hereto and by this reference incorporated herein.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Namezero does hereby sell, transfer and assign to CAT all right, title, and interest in and to the Proprietary Rights, including but not limited to those set forth in Schedule 1.1(a), together with all goodwill associated therewith.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date written above.

CAT, INC.

By

Clint Page

Title

Signature Date

NAMEZERO.COM, INC.

By

Bruce Keiser

Title

Signature Date