

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

NUNC PRO TUNC ASSIGNMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MYOC.COM		05/14/2004	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	Freedom Communications, Inc.
Street Address:	17666 Fitch Avenue
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2506489	MYOC.COM
Serial Number:	76169471	MYORANGECOUNTY.COM
Serial Number:	76374021	OC VIVE.COM
Serial Number:	76376919	OC!VIVE!COM
Serial Number:	78156323	OCBLASTMAIL

## CORRESPONDENCE DATA

Fax Number: (949)760-9502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 949-760-0404

Email: efiling@kmob.com

Correspondent Name: Steven J. Nataupsky

Address Line 1: 2040 Main Street

Address Line 2: Fourteenth floor

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:

FREED10.031GEN

NAME OF SUBMITTER:

Steven J. Nataupsky

TRADEMARK

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REEL: 002855 FRAME: 0213

CH \$140.00 2506489

Total Attachments: 3

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### **NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 14<sup>th</sup> day of January 2003, by and between MYOC.COM., a California corporation, having a place of business at 17666 Fitch Avenue, Irvine, California 92614 (hereinafter referred to as "ASSIGNOR"), and Freedom Communications, Inc., a California corporation, having a place of business at 17666 Fitch Avenue, Irvine, California 92614 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to January 14, 2003, it was the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to sue for past infringement (hereinafter collectively referred to as the "Marks").

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to January 14, 2003, it had adopted and used the Marks;

WHEREAS, ASSIGNOR represents and confirms that prior to January 14, 2003, it had acquired goodwill associated with and symbolized by said Marks and had not abandoned the same;

WHEREAS, ASSIGNOR was prior to January 14, 2003, the owner of the federal trademark registrations and applications relating to the marks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations and Applications");

WHEREAS, ASSIGNOR did assign to ASSIGNEE, as of the effective date of this Assignment, all rights, title, and interest as ASSIGNOR did possess in and to the Marks, Registrations and Applications worldwide, together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill;

WHEREAS, ASSIGNEE was desirous of acquiring all rights, title, and interest in and to the Marks, Registrations and Applications; together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill; and

WHEREAS, ASSIGNOR wishes to confirm its assignment of said Marks, Registrations and Applications to ASSIGNEE, as of the effective date of this Assignment;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms its assignment and sale to ASSIGNEE of all rights, title, and interest as ASSIGNOR may possess in and to the following, nunc pro tunc January 14, 2003:

- (1) the Marks set forth in Schedule A; and
- (2) the Registrations and Applications set forth in Schedule B;

together with the goodwill symbolized by said Marks, Registrations and Applications, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

MYOC.COM

a California corporation having a place of business at  
17666 Fitch Avenue, Irvine, California 92614

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

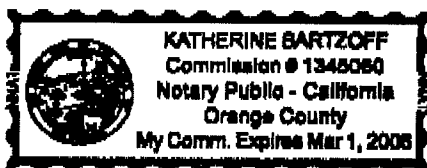
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On May 14, 2004, before me, Katherine Bartzoff, personally appeared Nancy S. Trillo personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that it executed the same in its authorized capacity(ies), and that by its signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Katherine Bartzoff  
Signature



**SCHEDULES TO TRADEMARK ASSIGNMENT****SCHEDULE A**

## Marks:

MYOC.COM  
MYORANGECOUNTY.COM  
OCVIVE.COM  
MI GENTE. MIS TRADICIONES. MI TIERRA.

**OCVIVE.com**

OCBLASTMAIL

**SCHEDULE B**

## Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
MYOC.COM	2,506,489	11/13/01	42

## Federal Trademark Applications:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
MYORANGECOUNTY	76/169,471	11/21/00	42
MI GENTE. MIS TRADICIONES. MI TIERRA	76/374,021	08/22/02	41
<b><u>OCVIVE.com</u></b>	76/376,919	02/28/02	41
OCBLASTMAIL	78/156,323	08/21/02	9

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