# -OP \$90,00 231726

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
EFFECTIVE DATE:	11/21/2005	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R. David L. Campbell		11/21/2005	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Deep9 Corporation	
Doing Business As:	DBA Deep9	
Street Address:	100 fourth avenue north, suite 600	
City:	seattle	
State/Country:	WASHINGTON	
Postal Code:	98109	
Entity Type:	CORPORATION: WASHINGTON	

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2317269	PUNCH NETWORKS
Registration Number:	2582630	PUNCH WEBGROUPS
Registration Number:	2360595	PUNCH

### **CORRESPONDENCE DATA**

Fax Number: (206)441-5900

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

Email: dcampbell@deep9.com

Correspondent Name: R. David L. Campbell

Address Line 1: po box 21185

Address Line 4: seattle, WASHINGTON 98111

NAME OF SUBMITTER:	Robert David Locke Campbell
Signature:	/R. David L. Campbell/
	I RADEMARK I

900036605 REEL: 003198 FRAME: 0646

Date:	11/22/2005		
Total Attachments: 3 source=Deep9_trademark_assignments#page1.tif			
source=Deep9_trademark_assignments#page2.tif			
ource=Deep9_trademark_assignments#page3.tif			

TRADEMARK REEL: 003198 FRAME: 0647

## ASSIGNMENT OF TRADEMARK AND TRADEMARK APPLICATIONS

THIS ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS (the "Assignment") is executed and delivered effective November **Z**[, 2005 by **R. DAVID L. CAMPBELL**, whose address is 3205 South Judkins Street, Seattle, Washington 98144 ("Assignor"), to Deep9 Corporation, whose address is 100 – 4<sup>TH</sup> Avenue North, Seattle, Washington 98109 ("Assignee").

WHEREAS, Assignor is the owner of those United States Trademarks and pending applications for United States Trademarks described on Schedule A attached hereto and incorporated herein by reference; and

WHEREAS, Assignor desires to assign and Assignee desires to acquire all right, title and interest in and to said Trademarks and Trademark applications.

NOW THEREFORE, for good and valuable consideration, which Assignor acknowledges is sufficient and has been received, Assignor does hereby SELL, ASSIGN AND TRANSFER to Assignee and Assignee's successors and assigns the entire right, title and interest of Assignor in and to the United States Trademarks and pending applications for United States Trademarks described on attached Schedule A, any and all Trademarks which may be granted in the United States and any countries throughout the world, including the right to claim priority from the applications as provided by the Paris Convention and the right to recover for any and all past infringements. Assignor hereby authorizes and requests the Commissioner of Trademarks and Trademarks to issue all Trademark to Assignee.

The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Trademarks and registrations which have been or may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that it will, without charge to Assignee, but at Assignee's expense, (i) cooperate with Assignee in the prosecution of United States Trademark applications and foreign counterparts on the Trademarks covered by this Assignment and any improvements thereto, (ii) execute, verify, acknowledge and deliver all such further instruments and papers, including Trademark applications and instruments of transfer, and (iii) perform such other acts as Assignee lawfully and reasonably may request to obtain or maintain letters Trademark and registrations for the Trademarks covered by this Assignment and any improvements thereto in any and all countries and to vest title thereto in Assignee or Assignee's successors and assigns.

Assignment of Trademarks and Trademark Applications - 1

TRADEMARK REEL: 003198 FRAME: 0648

IN WITNESS WHEREOF the parties have executed this Assignment at Seattle, Washington as of the date first written above.

"ASSIGNOR":

STATE OF WASHINGTON COUNTY OF KING

I certify that I know or have satisfactory evidence that R. David L. Campbell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



thleen

# <u>SCHEDULE A</u> <u>Assigned Trademarks and Trademark Applications</u>

Trademark Serial Number	Filing Date	Registration Number	Registration Date	Word Mark	Goods and Services
75,526,559	07/28/1998	2,317,269	02/08/2000	PUNCH NETWORKS	IC 009. US 021 023 026 036 038. G & S: computer software programs for dynamic incremental data updating. FIRST USE: 19990429. FIRST USE IN COMMERCE: 19990429  IC 016. US 002 005 022 023 029 037 038 050. G & S: printed matter, namely, manuals and user guides for computer software programs for dynamic incremental data updating. FIRST USE: 19990429. FIRST USE IN COMMERCE: 19990429
75,547,835	09/03/1998	2,582,630	06/18/2002	PUNCH WEBGROUPS	IC 009. US 021 023 026 036 038. G & S: Computer software for sharing and for updating data within a group file and notifying users by electronic transmission of the updates.  FIRST USE: 20001025.  FIRST USE IN COMMERCE: 20001025  IC 042. US 100 101. G & S: computer services, namely, providing secure file and data sharing over computer networks. FIRST USE: 20001025. FIRST USE IN COMMERCE: 20001025
75,378,591	10/24/1997	2,360,595	06/20/2000	PUNCH	IC 009. US 021 023 026 036 038. G & S: computer software programs for dynamic incremental data updating. FIRST USE: 19990429. FIRST USE IN COMMERCE: 19990429  IC 016. US 002 005 022 023 029 037 038 050. G & S: printed matter, namely, manuals and user guides for computer software programs for dynamic incremental data updating. FIRST USE: 19990429. FIRST USE IN COMMERCE: 19990429

Assignment of Trademarks and Trademark Applications - 3
Schedule A

#186280 v1 - trademark assignment / 4354-001

**RECORDED: 11/22/2005** 

TRADEMARK REEL: 003198 FRAME: 0650