

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mail Abuse Prevention System, LLC		07/01/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kelkea, Inc.		
<b>Street Address:</b>	1737 N First St, Ste 680		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2627019	MAPS DUL	
Registration Number:	2628361	RSS	
Registration Number:	2775425	RBL	
Registration Number:	2675045	DUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)812-3444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(650) 812-3400		
<b>Email:</b>	usptomail@carrferrell.com, shernandez@carrferrell.com		
<b>Correspondent Name:</b>	Jefferson F. Scher		
<b>Address Line 1:</b>	2200 Geng Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94303		
<b>ATTORNEY DOCKET NUMBER:</b>	T-1919 US		
<b>NAME OF SUBMITTER:</b>	Jefferson F. Scher		

OP \$115.00 2627019

Signature:	/Jefferson F. Scher/
Date:	09/18/2008
<b>Total Attachments: 7</b> source=Assignment between Mail Abuse Prevention System and Kelkea (00336814)#page1.tif source=Assignment between Mail Abuse Prevention System and Kelkea (00336814)#page2.tif source=Assignment between Mail Abuse Prevention System and Kelkea (00336814)#page3.tif source=Assignment between Mail Abuse Prevention System and Kelkea (00336814)#page4.tif source=Assignment between Mail Abuse Prevention System and Kelkea (00336814)#page5.tif source=Assignment between Mail Abuse Prevention System and Kelkea (00336814)#page6.tif source=Assignment between Mail Abuse Prevention System and Kelkea (00336814)#page7.tif	

## BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 1st day of July, 2004, by and between MAIL ABUSE PREVENTION SYSTEM, LLC, a California limited liability company ("Assignor"), and KELKEA, INC., a California corporation ("Assignee").

In consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. For the purposes of this Agreement, the following terms shall have the definitions ascribed to them below:

- a. "Assets" shall mean and include all (i) rights (including warranty rights, indemnity rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery but excluding any accounts receivable for services provided before the date hereof) of Assignor under the contracts listed on Exhibit A hereto (the "Assigned Contracts"); (ii) Equipment, Computers and Furniture listed on Exhibit B hereto; (iii) Intellectual Property listed on Exhibit C hereto; (iv) a deposit in the amount of \$12,755 related to the leased property at 1737 North First Street, Suite 680, San Jose, California; (v) claims (including claims for past infringement of Intellectual Property) and causes of action of Seller against other persons, entities or governmental bodies (regardless of whether or not such claims and causes of action have been asserted by Seller) other than those related to, or arising out of, (A) Excluded Assets, (B) contracts or agreements other than Assumed Contracts, or (C) liabilities other than Assumed Liabilities (as defined in Section 1.2(b)); (vi) advertising and promotional materials of Assignor, (vii) all Service Marks, Trademarks and brand and product names and markings of Assignor, including those listed on Exhibit E hereto, and (viii) other tangible and intangible assets of Assignor and the business and operations of Assignor as a going concern and all goodwill associated therewith; provided that "Assets" shall not include any Excluded Assets;
- b. "Assumed Liabilities" shall mean all liabilities of Assignor arising under the Assigned Contracts, including performance obligations under subscription agreements renewed prior to the date hereof, and assumed personal time off for employees of Assignor not paid by Assignor at Closing; and
- c. "Excluded Assets" shall mean (i) all cash on hand, cash equivalents, depository accounts and certificates of deposit; and (ii) all accounts receivable for services provided before the date hereof.

2. Effective as of the Closing (as defined below), Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the

Assets 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 Agreement had not been made. Effective as of the Closing, Assignee hereby accepts such assignment and transfer of the Assets, assumes, accepts and agrees to perform all of the Assumed Liabilities and agrees to be bound by all of the terms and conditions of Assignor under the Assumed Liabilities. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Pillsbury Winthrop, LLP, 2475 Hanover Drive, Palo Alto, California at 5:00 p.m. Pacific time on July 1, 2004, or at such other time and date as Purchaser and Seller may agree in writing.

3. In consideration of the assignment and transfer of the Assets,
  - a Assignee shall, within thirty (30) days of the Closing, pay to Assignor a total of forty-eight thousand seven hundred eight dollars (\$48,708) (the "Consideration");
  - b Assignee shall assume the Assumed Liabilities, and only the Assumed Liabilities, as described in Section 1 hereof, effective as of the Closing.
4. Assignor hereby represents and warrants that:
  - a Assignor has full right, authority and power to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by Assignor of this Agreement have been duly authorized by all necessary action of Assignor. This Agreement constitutes a valid and binding obligation of Assignor enforceable in accordance with its terms.
  - b As of the date hereof, Assignor has provided Assignee with all information requested by Assignee in connection with its decision to enter into this Agreement. To Assignor's knowledge, as of the date hereof, no documents delivered by Assignor to Assignee in connection with the transactions contemplated by this Agreement (the "Disclosure Documents") contain any untrue statement of a material fact nor, to Assignor's knowledge, as of the date hereof, have there been omissions of material facts necessary in order to make the statements contained in the Disclosure Documents not misleading.
  - c As of the date hereof, there is no lawsuit pending against Assignor or, to Assignor's knowledge, threatened against Assignor that is likely to be decided in a manner adverse to Assignor and is likely to (i) have a material adverse effect on the Assets or (ii) prevent or hinder the consummation of the transactions contemplated by this Agreement.
  - d The Intellectual Property constitutes all patents, trade names, trademarks, service marks, symbols, logos, copyrights, domain names and any other proprietary material

presently conducted or contemplated. Assignor has exclusive ownership of, or an exclusive license to use, all such Intellectual Property, and Assignor's rights in all such Intellectual Property are freely transferable to Assignee without restriction of any kind. There are no claims or demands of any other person pertaining to any of such Intellectual Property, and no proceedings have been instituted, or are pending or threatened, which challenge the rights of Assignor in respect thereof. Assignor has the right to use, free and clear of claims or rights of other persons, all customer lists, designs, manufacturing or other processes, computer software, systems, data compilations, research results and other information required for or incident to its products or its business as presently conducted or contemplated.

- e All patents, patent applications, trademark registrations, trademark applications and registered copyrights relating to such Intellectual Property have been duly registered in, filed in or issued by the United States Patent and Trademark Office, the United States Register of Copyrights, or the corresponding offices of other jurisdictions as identified on Exhibit D, and have been properly maintained and renewed in accordance with all applicable provisions of law and administrative regulations of the United States and each such jurisdiction.
- f Assignor has taken all steps required in accordance with sound business practice to establish and preserve its ownership of all Intellectual Property rights with respect to its products, services and technology. Assignor has required all professional and technical employees, and other employees having access to valuable non-public information of Assignor, to execute agreements under which such employees are required to convey to Assignor ownership of all inventions and developments conceived or created by them in the course of their employment and to maintain the confidentiality of all such information of Assignor. Assignor has not made any such information available to any person other than employees of Assignor except pursuant to written agreements requiring the recipients to maintain the confidentiality of such information and appropriately restricting the use thereof. Assignor has no knowledge of any infringement by others of any of Assignor's Intellectual Property rights.
- g The present business, activities and products of Assignor do not infringe any intellectual property of any other person. Assignor is not making unauthorized use of any confidential information or trade secrets of any person, including without limitation any former employer of any past or present employee of Assignor. Neither Assignor nor, to the knowledge of Assignor, any of its employees have any agreements or arrangements with any persons other than Assignor related to confidential information or trade secrets of such persons or restricting any such employee's ability to engage in business activities of any nature. The activities of Assignor's employees on behalf of Assignor do not violate any such agreements or arrangements known to Assignor which any such employees have with other persons.

5. Except as otherwise provided in Section 4 of this Agreement, Assignee is acquiring the Assets "As-Is" and "Where-Is" and acknowledges that the representations and warranties of Assignor as set forth in Section 4 of this Agreement are Assignor's sole and exclusive warranties, to the exclusion of all other representations and warranties, express or implied. Assignee further acknowledges that Assignor makes no warranty of merchantability, fitness for use, non-infringement, title or other warranty whatsoever, except as specifically set forth in Section 4 of this Agreement.

6. Assignee hereby represents and warrants that Assignee has full right, authority and power to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by Assignee of this Agreement have been duly authorized by all necessary action of Assignee. This Agreement constitutes a valid and binding obligation of Assignee enforceable in accordance with its terms.

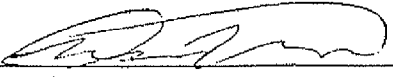
7. Assignor, from time to time after the date hereof at the request of Assignee and without further consideration, shall execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably require to more effectively transfer and assign to, and vest in, Assignee each of the Assets. Assignor shall cooperate in any reasonable arrangement to that end so that Assignee shall be provided the use and benefits of such Assets.

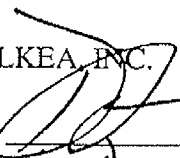
8. This Agreement (a) may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; (b) may be amended or modified only by an instrument executed by Assignor and Assignee or by their respective successors and permitted assigns; (c) shall be governed by and construed in accordance with the laws in effect in the State of California, without giving effect to its conflicts of laws principles; and (d) inures to the benefit of the parties hereto and their respective successors and assigns.

[This section intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date and year first above written.

MAIL ABUSE PREVENTION SYSTEM, LLC

By:   
Name: DAVE RAND  
Title: \_\_\_\_\_

KELKEA, INC.  
By:   
Name: DAVID F. LARSON  
Title: DIRECTOR

**EXHIBIT E**  
**SERVICE MARKS AND TRADEMARKS**



## MAPS Trademark Application Summary

### Trademarks / Servicemarks

Mark	SM/TM	Status	Last Update	Notes
DUL	SM	Registered	1/14/2003	Principal Register
MAPS	SM	abandoned	6/20/2002	
MAPS DUL	SM	Registered	9/24/2002	Supplemental Register
RBL+	SM	Registered	6/11/2002	Principal Register
RBL	SM	Registered	10/21/2003	Principal Register
RSS	SM	Registered	10/1/2002	Principal Register
OPS	SM	none?		do not know of any work done
NML	SM	none?		do not know of any work done
Message Defense	SM	none	4/5/2003	suggested application
Alliance for Spam Free Networks	SM	none	4/5/2003	suggested application
ASFN	SM	none	4/5/2003	suggested application
SpamCatcher	SM	none	4/5/2003	suggested application
SpamGrinder	SM	none	4/5/2003	suggested application
SpamReporter	SM	none	4/5/2003	suggested application
Internet Bureau of Investigation	SM	none	4/5/2003	suggested application
IBI	SM	none	4/5/2003	suggested application