

09-26-2000

U.S. Department of Commerce
Patent and Trademark Office

PATENT



101471428

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TO: The Commissioner of Patents and Trademarks : Please record the attached original document(s) or copy(ies).

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- New
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- Reel # _____ Frame # _____
- Corrective Document
- Reel # _____ Frame # _____

9-14-00

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other _____

U.S. Government

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- Departmental File
- Secret File

Attorney Docket No: 004117. P001

Conveying Party (ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (1st party) Vort Corporation

06/15/2000

Name (2nd party) _____

Name (3rd party) _____

Name (4th party) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) SurfWax, Inc.

Name (line 2) _____

Address (line 1) P.O.Box G

Address (line 2) _____

Address (line 3) Menlo Park

California

94025

City

State/Country

Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

(Complete only if receiving party is not domiciled in the United States)

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT

REEL: 011099 FRAME: 0619

Correspondent Name and Address

Area Code and Telephone Number (303) 740-1980

Name Blakely, Sokoloff, Taylor & Zafman LLP

Address (line 1) 12400 Wilshire Boulevard

Address (line 2) Seventh Floor

Address (line 3) Los Angeles, CA 90025-1026

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document. # _____

Application Number (s) or Patent Number (s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number (s)

Patent Number (s)

09/366,020

Month Day Year

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT	_____	PCT	_____	PCT	_____
PCT	_____	PCT	_____	PCT	_____

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit Account Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 02-2666

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Libby N. Ho

P-46,774



9/8/00

Name of Person Signing

Registration No.

Signature

Date

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

AGREEMENT AND PLAN OF REORGANIZATION

This Agreement and Plan of Reorganization and the Exhibits attached hereto (collectively, the "Agreement"), dated June 15, 2000, is entered into by and among VORT Corporation, a California corporation ("VORT") and SurfWax, Inc. (the "SurfWax"), a Delaware corporation, with reference to the following facts.

RECITALS

A. VORT owns an undivided interest in the assets used by its "SurfWax Division," which has been continuously developing products since 1981.

B. VORT desires to separate the business of SurfWax Division from the business of VORT by transferring the assets of SurfWax Division to SurfWax in exchange for

D. The respective Boards of Directors of VORT and SurfWax have approved the reorganization upon the terms and conditions set forth below and have approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto agree to exchange the assets of the SurfWax Division for outstanding capital stock of SurfWax as follows:

1. **Transfer of Properties and Assumption of Liabilities.** VORT will sell, assign, transfer and deliver to SurfWax all the properties, assets, goodwill and business of every kind and description, both real and personal, tangible and intangible of the SurfWax Division, as set forth in Exhibit A hereto.

2. **Transfer of SurfWax Stock to VORT.** In consideration for the transfer described in Section 1 of this Agreement.

4. **Conditions.** The obligations of VORT and SurfWax described in this Agreement are conditioned upon the receipt of an opinion of legal counsel to VORT that the transactions described therein will constitute a tax-free corporate separation under sections 368 and 355 of the IRC.

5. **Closing.** The closing shall take place at Thoits Love Hersherberger & McLean, on June 15, 2000 or within thirty (30) days after the receipt of the opinion letter described in Section 4 of this Agreement.

6. **VORT's Representations and Warranties.** VORT represents and warrants as follows:

(a) **Organization and Good Standing.** VORT is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

(b) **Corporate Power and Authority.** VORT has all requisite corporate power and authority to enter into this Agreement, and to perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by VORT and is a valid and binding agreement of VORT enforceable against VORT in accordance with its terms.

(c) **No Conflicts or Violations.** Neither the execution and delivery of this Agreement by VORT nor the performance by VORT of its obligations under this Agreement conflicts with, results in a breach of or constitutes a default under (with or without notice, lapse of time or both): (i) VORT's Articles of Incorporation or Bylaws; (ii) any judgment, decree or order to which VORT is a party or by which it is bound; (iii) any contract, obligation or commitment to which VORT is a party or by which it is bound; or (iv) any statute, rule or governmental regulation applicable to VORT, except in each case as would not have a Material Adverse Effect on VORT. As used herein, "Material Adverse Effect" means a material adverse effect on the business, operations, assets, liabilities or financial condition of the subject entity or person, taken as a whole.

7. **SurfWax's Representations and Warranties.** SurfWax represents and warrants as follows:

(a) **Organization and Good Standing.** SurfWax is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) **Corporate Power and Authority.** SurfWax has all requisite corporate power and authority to enter into this Agreement, and to perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by

SurfWax and is a valid and binding agreement of SurfWax enforceable against SurfWax in accordance with its terms.

(c) **No Conflicts or Violations.** Neither the execution and delivery of this Agreement by SurfWax nor the performance by SurfWax of its obligations under this Agreement conflicts with, results in a breach of or constitutes a default under (with or without notice, lapse of time or both): (i) SurfWax's Articles of Incorporation or Bylaws; (ii) any judgment, decree or order to which SurfWax is a party or by which it is bound; (iii) any contract, obligation or commitment to which SurfWax is a party or by which it is bound; or (iv) any statute, rule or governmental regulation applicable to SurfWax, except in each case as would not have a Material Adverse Effect on SurfWax. As used herein, "Material Adverse Effect" means a material adverse effect on the business, operations, assets, liabilities or financial condition of the subject entity or person, taken as a whole.

8. Amendment and Modification. This Agreement may be amended or modified only by a written instrument signed by the Company and the Shareholder.

9. Governing Law. This Agreement shall be governed by the laws of the State of California, excluding any conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. All disputes or controversies arising out of or relating to this Agreement, or the breach thereof, shall be litigated only in the United States District Court in the Northern District of California or in the court of the State of California having competent jurisdiction and located within San Mateo County. Each party hereby consents and submits to the jurisdiction of such courts over it with respect to such disputes, controversies or claims, and such party will not object to or otherwise seek removal of any action brought in those courts based upon an inconvenient forum argument or for any other reason.

10. Headings. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not affect in any way the meaning or interpretation of this Agreement.

11. Entire Agreement. This Agreement (including all Exhibits attached hereto) embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VORT CORPORATION:

By: Thomas D. Holt
Thomas D. Holt,
President and Chief Executive
Officer

By: Kathleen E. Holt
Kathleen E. Holt,
Secretary

SURFWAX, INC.:

By: Thomas D. Holt
Thomas D. Holt,
President and Chief Executive
Officer

By: Walter J. Sleeth
Walter J. Sleeth,
Secretary

EXHIBIT A

Assets Transferred To SurfWax, Inc.

Cash

Other Assets: An undivided approximately interest in the following:

All the following IP is included, but is not limited by the descriptions below. It includes all rights and property, in all paper, disk, and archive files that include graphic files, text files, program code, sketch, invention books, diagrams, email, and the like that relate to the design, development, and deployment of SurfWax.com features and technology. A listing of file directories showing some of the files/tables also follows.

INTELLECTUAL PROPERTY

- 1.
- 2.
- 3.
- 4.
- 5.

1. 1 Trademark applied for: SurfWax (Majestic, Parsons)
2. 6 Trademarks applied for: (Blakeley Sokoloff)

1. SurfWax
2. FocusWords
3. SearchBlanket
4. ExtractSum
5. SiteSnaps
6. InfoCubby

"Your Source for Internet Search Satisfaction"
"For the Best Grip on the Web"

- 8.
- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Correspondent Name and Address

Area Code and Telephone Number (303) 740-1980

Name Blakely, Sokoloff, Taylor & Zafman LLP

Address (line 1) 12400 Wilshire Boulevard

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Enter PCT application number only if a
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PCT _____

PCT _____

PCT _____

PCT _____

PCT _____

PCT _____

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

02-2666

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Libby N. Ho

P-46,774



9/9/00

Name of Person Signing

Registration No.

Signature

Date

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