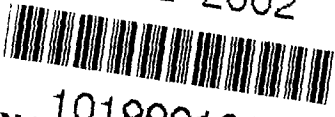


02-22-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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

101990181

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

1. Name of conveying party(ies):
Imperial Bank **2-4-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Financial Institution

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

2. Name and address of receiving party(ies)
Name: Robin C. COOK
Internal
Address: Bernard Zweerskade 10
Street Address: 1077 TX Amsterdam
City: The Netherlands State: _____ Zip: _____
 Individual(s) citizenship United Kingdom
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other SEE ATTACHED
Execution Date: FEB 06 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75723964, 75846758, 75867451, 76129976, 76129977
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2329148 2426346

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Albert A. Carrion, Jr.
Internal Address: Hilgers & Watkins, P.C.
Street Address: San Jacinto Center, Ste. 1300
98 San Jacinto Boulevard
City: Austin State: TX Zip: 78701

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: N/A
FEB - 4 2002
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
ALBERT A. CARRION, JR. [Signature] 12/6/01
Name of Person Signing Signature Date

19

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

12/21/2002 LMUELLER 00000034 75723964

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

11 FC:481 40.00 OP
12 FC:482 150.00 OP

TRADEMARK
REEL: 002447 FRAME: 0234

RECORDATION FORM COVER SHEET CONTINUATION SHEET
CONTINUATION OF ITEM #3

OTHER – CORRECTIVE REEL/FRAME: 002260/0608

TO CORRECT ASSIGNEE'S CITIZENSHIP TO READ:

Citizenship: United Kingdom

Entity: Individual

DESIGNATION OF DOMESTIC REPRESENTATIVE

In re Recordation of Assignment of:

Registration No: 2,329,148
Registration Date: March 14, 2000
Trademark: **YOUR INFORMATION ANYTIME, ANYWHERE**

To: Robin C. Cook

Domestic Representative Name and Address:

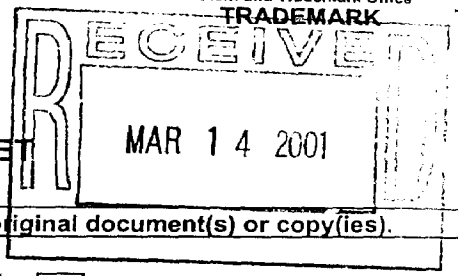
Hilgers & Watkins, P.C.
c/o Albert A. Carrion, Jr.
P.O. Box 2063
Austin, Texas 78768-2063

03-30-2001



101670159

TRADEMARK



3/14/01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
02 06 01

Conveying Party

Mark if additional names of conveying parties attached

Name IMPERIAL BANK

Execution Date
Month Day Year
02 06 01

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other FINANCIAL INSTITUTION

Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name COOK, ROBIN C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) BERNARD ZWEERSKADE 10

Address (line 2) 1077 TX AMSTERDAM

Address (line 3) _____ THE NETHERLANDS _____
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

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 should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization UNITED STATES CITIZEN *AKC*

FOR OFFICE USE ONLY

40.00 SP
150.00 SP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name HILGERS & WATKINS, P.C.

Address (line 1) %ALBERT A. CARRION, JR.

Address (line 2) P.O. BOX 2063

Address (line 3) AUSTIN, TEXAS 78768-2063

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 512.476.4716

Name ALBERT A. CARRION, JR.

Address (line 1) HILGERS & WATKINS, P.C.

Address (line 2) P.O. BOX 2063

Address (line 3) AUSTIN, TEXAS 78768-2063

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

12 (Twelve)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

75723964 ✓ 75846758 ✓ 75867451 ✓

2329148 ✓ 2426346 ✓

76129976 ✓ 76129977 ✓

Number of Properties

Enter the total number of properties involved.

7 (Seven)

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

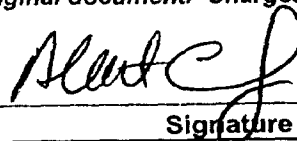
No

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.

ALBERT A. CARRION, JR.

Name of Person Signing



Signature

3/12/01

Date Signed

BILL OF SALE OF COLLATERAL

(Public Sale)

Imperial Bank, (the "Secured Party") pursuant to the Commercial Security Agreement dated July 19, 2000 executed by Alerta.com, Inc., a Texas corporation (the "Debtor"), for the benefit of Secured Party (the "Security Agreement") and pursuant to Section 9.504 of the Texas Business and Commerce Code ("Texas UCC"), has noticed the Debtor of the public sale of the collateral described in the Security Agreement. Secured Party appointed David McLaughlin ("Secured Party's Agent") to conduct a public sale of the collateral. The public sale was conducted by Secured Party's Agent on February 6, 2001, at 10:00 a.m. pursuant to the Notice of Public Sale published in the following place on the following dates: *Austin American Statesman* on February 4th and 5th, 2001.

Robin C. Cook ("Assignee") bid the amount of \$40,000.00 ("Bid Amount") and was the successful bidder at the public sale.

Therefore, by the authority conferred to the Secured Party, by or under the Security Agreement and the Texas UCC, and for the consideration of the Bid Amount paid by Assignee, Secured Party and Secured Party's Agent on behalf of Secured Party do hereby grant, sell and convey to Assignee the following described property:

All personal property of Alerta.com, Inc. whether presently existing or hereafter created, written, produced or acquired, including, but not limited to: (i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all investment property including securities and securities entitlements (ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right of Imperial Bank to sue in its own name and/or in the name of the Alerta.com, Inc. for past, present and future infringements of copyright, (iii) all goods including, without limitation, equipment and inventory (including, without limitation, all export inventory), (iv) all guarantees and other security therefor, (v) all trademarks, service marks, trade names and service names and the goodwill associated therewith, (vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Alerta.com, Inc. is licensor or licensee, (c) all income, royalties,

damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, division, continuations, renewals, extensions and continuations-in-part with any of the foregoing, and (vii) all products and proceeds including, without limitation, insurance proceeds, of any of the foregoing, (viii) all attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above, (ix) all products and produce of any of the property described above, (x) all accounts, general intangibles, instruments, rents, monies, payments and all other rights, arising out of a sale, lease or other disposition of property described above, (xi) all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described above, and (xii) all records and data relating to any of the property described above, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data or electronic media (the "Property").

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns forever, and the Secured Party and Secured Party's Agent do hereby bind the Debtor, its successors and assigns, to forever **WARRANT** and **DEFEND** the title to the Property unto the said Assignee, its successors and assigns, against any person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the Debtor.

The Property is in a used condition, and neither the Secured Party nor the Secured Party's Agent is a developer or distributor of, or dealer or merchant in, such Property. The Secured Party or the Secured Party's Agent may not have possession of, or can deliver, all of the Property.

NEITHER SECURED PARTY NOR SECURED PARTY'S AGENT MAKES, EITHER EXPRESSLY, IMPLIEDLY OR STATUTORILY, ANY WARRANTY OF TITLE OR MERCHANTABILITY IN RESPECT TO SAID PROPERTY, AND THE PROPERTY IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF DELIVERY OF THIS BILL OF SALE, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON EITHER THE SECURED PARTY'S OR THE SECURED PARTY'S AGENT SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE.

This is a final and exclusive expression of the agreement of the Secured Party and the Secured Party's Agent and Assignee, and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale. By acceptance of delivery of this Bill of Sale, Assignee acknowledges that Assignee has examined the Property as fully as desired, wherever it may be located.

SECURED PARTY:

IMPERIAL BANK

By: T. J. Klitch
Name: Tim J. Klitch
Title: First Vice President

SECURED PARTY'S AGENT:

By: David McLaughlin
David McLaughlin

[Additional Signatures to Follow]

Startech Seed Fund II, L.P. ("Startech") hereby joins in and ratifies the public sale conducted by Secured Party, and hereby releases and terminates all of its security interests, liens and financing statements against the Property hereby sold. Startech shall execute and deliver to Assignee a UCC-3 termination statement.

Startech Seed Fund II, L.P.

By: Startech Associates II, L.P., its General Partner

By: Startech Equity II, L.L.C., its General Partner

By: 
Matt Blanton, Managing Member

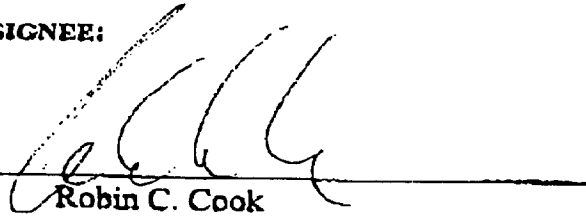
[Assignee's Signature to Follow]

120623.0015 (UST) 210000-1

**AGREED TO AND ACCEPTED effective
this 6th day of February, 2001:**

ASSIGNEE:

By:


Robin C. Cook