


10-02-1998



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TUCKER FLYER & LEWIS, P.C.

Suite 400
1615 L Street, N.W.
Washington, D.C. 20036-5612
(202) 452-8600

<p>1. NAME OF CONVEYING PARTY(IES): Summit Associates, Inc.</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY(IES): James Moy, a citizen of the United States 135-07 63rd Avenue Flushing, New York 11367</p>
<p>3. NATURE OF CONVEYANCE: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ 3a. EXECUTION DATE: September 17, 1998 3b. EFFECTIVE DATE: September 17, 1998</p>	<p>2a. ASSIGNEE A FOREIGN ENTITY: Yes: ___ No: <u>X</u> 2b. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: ___ No: <u>X</u></p>
<p>4A. TRADEMARK APPLICATION NOS.: Additional numbers attached _ Yes <u>X</u> No</p>	<p>4B. TRADEMARK REGISTRATION NO(S): Reg. No. 2,011,213 – LOANNET Additional numbers attached? Yes <u>X</u> No</p>
<p>5. NAME AND ADDRESS OF CORRESPONDENT: Norm D. St. Landau, Esq. Tucker, Flyer & Lewis, P.C. 1615 L Street, N.W., Suite 400 Washington, D.C. 20036-5612 Our Ref: 60910.300</p>	<p style="text-align: center;"> 09-23-1998 U.S. Patent & TMO/c/TM Mail Rcpt Dt. #67</p>
<p>6. TOTAL NUMBER OF TITLES: 1 7. TOTAL FEE: \$40.00 8. CHECK ENCLOSED: <u>X</u> Yes (CHARGE ANY ADDITIONAL FEES TO DEPOSIT ACCOUNT NO. 20-1582) (File cover page in duplicate)</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document. <i>Kristine M. Miller</i> Kristine M. Miller Date: <u>9/21/98</u> 1 of <u>2</u></p>

I hereby certify that a copy of this document is being deposited with the United States Postal Service by **FIRST CLASS MAIL**, addressed to **BOX: ASSIGNMENT/FEE**, Assistant Commissioner for Trademarks, United States Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 21st day of September, 1998.

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40.00 DP

Pa. Luis Sironas

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 17th day of September, 1998, by and between SUMMIT ASSOCIATES, INC., a California corporation having a place of business at 16955 Via del Campo, Suite 210, San Diego, CA 92127 (hereinafter referred to as "ASSIGNOR"), and James Moy, an individual having a place of business at 135-07 63rd Avenue, Flushing, NY 11367 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used, and is, to the best of its knowledge and belief, the owner of the trademark 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 recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR is the owner of a federal trademark registration relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as "Registration");

WHEREAS, ASSIGNOR is the registered owner of the domain name address listed in Schedule C, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Domain Name");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark, Registration, and Domain Name worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest in and to the Trademark, Registration, and Domain Name worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest in and to the following:

- (1) the Trademark set forth in Schedule A;
- (2) the Registration set forth in Schedule B;
- (3) the Domain Name set forth in Schedule C;

together with the goodwill symbolized by said Trademark, Registration and Domain Name, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

B. ASSIGNOR further assigns to ASSIGNEE the right to sue for past infringement and to recover and hold all damages and profits arising from the Trademark, Registration, and Domain Name.

C. ASSIGNOR shall not use or attempt to register hereinafter any mark or domain name incorporating LOANNET or variants thereof in connection with any product or services related to mortgage loan processing.

D. ASSIGNEE shall pay a total purchase price of four thousand dollars (\$4,000.00) for this assignment. ASSIGNEE shall pay three thousand dollars of the total purchase price, to ASSIGNOR immediately upon receipt of a fully executed copy of both this Assignment and Network Solutions' Registrant Name Change Agreement in the form attached hereto as Exhibit A. The remaining one-thousand dollars (\$1,000.00), shall be paid to ASSIGNOR, within 24 hours of ASSIGNEE being designated as the record owner of the domain name in Network Solutions' Whois database. Also, the original trademark certificate of Registration for LOANNET will be forwarded to James Moy at 135-07 63rd Avenue, Flushing, NY 11367 by September 23, 1998 by overnight courier.

E. Within ten (10) days of receipt of the documents described in paragraph D, ASSIGNEE shall file Exhibit A with Network Solutions, and check Network Solutions' databases, including the WHOIS database, weekly until ASSIGNEE is designated as record owner of the Domain Name. Upon learning that ASSIGNEE is the record owner of the Domain Name, ASSIGNEE shall forward to ASSIGNOR'S ~~counsel~~ written notice thereof.

F. ASSIGNOR warrants that there are no licenses, encumbrances, or other agreements, either written, oral or implied, relating to the aforesaid Trademark, Registration, and Domain Name.

G. ASSIGNOR warrants that it is not aware of any litigation, dispute or potential dispute regarding the Trademark, Registration, or Domain Name except as previously disclosed to ASSIGNEE and as attached hereto as Schedule D. ASSIGNOR warrants that it is not aware of any defects in the procurement of the Registration, or in the underlying application therefor. ASSIGNOR further warrants that it is not aware of any defects in the Domain Name.

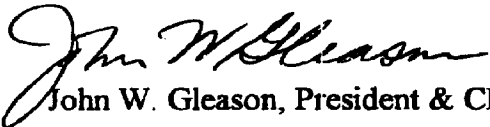
H. ASSIGNOR further warrants that, upon the request of ASSIGNEE, it will execute all papers, make all rightful oaths, testify on behalf of ASSIGNEE, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Trademark, Registration and Domain Name to ASSIGNEE and otherwise carry out the intent of this Agreement.

I. This Assignment shall be binding upon ASSIGNOR, ASSIGNOR 's successors and assigns, and upon all others acting by, through, with or under ASSIGNOR 's direction or control, and all those in privity therewith.


J. This Assignment constitutes the entire agreement between the parties into which all prior agreements and negotiations are incorporated herein, and it supercedes any prior agreements.

Executed at NEW YORK, NY, this 17th day of SEPTEMBER, 1998.

SUMMIT ASSOCIATES, INC.
a California corporation

By: 
John W. Gleason, President & CEO

Executed at NEW YORK, NY, this 17th day of SEPTEMBER, 1998.

By: 
James Moy

STATE OF NEW YORK)
)
COUNTY OF QUEENS)
)

ss:

On 9/17/98, before me, INDIRA E SINGH, personally appeared John W. Gleason, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Signature Indira E Singh

INDIRA E. SINGH
NOTARY PUBLIC, State of New York
No. 01SI5080741
Qualified in Queens County
Commission Expires June 16, 1999

STATE OF NEW YORK)
)
COUNTY OF QUEENS)
)

ss:

On 9/17/98, before me, INDIRA E SINGH, personally appeared James Moy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Signature

Indira E Singh

INDIRA E. SINGH
NOTARY PUBLIC, State of New York
No. 01S15080741
Qualified in Queens County
Commission Expires June 16, 1999

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: LOANNET

SCHEDULE B

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
LOANNET	2,011,213	October 22, 1996	36

SCHEDULE C

Domain Name: LOANNET.COM

SCHEDULE D

We became aware of a local San Diego mortgage broker named Scripps Mortgage that began to use the name LOANNET in some of its marketing efforts in early 1996. We contacted Scripps Mortgage in 1996 requesting that they cease any further use of the LOANNET name. We have not become aware of any use by Scripps of the LOANNET name since that time.