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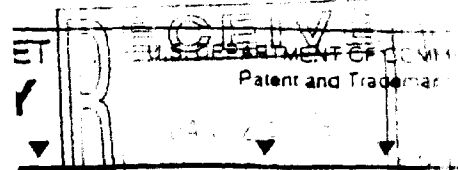
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01-29-1999



100953678



To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

PEOPLETECH, INC.

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

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

2. Name and address of receiving party(ies):

Name: People Tech Consulting, Inc.

Internal Address: 33rd Floor

Street Address: 1818 Market Street

City: Philadelphia State: PA ZIP: 19103

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No
N/A

3. Nature of conveyance:

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

Execution Date: January 14, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

N/A

B. Trademark registration No.(s)

1,807,878

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cara L. Levy, Esquire

Internal Address: Fox, Rothschild,

O'Brien & Frankel, LLP

Street Address: 2000 Market Street

0th Floor

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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40.00 DP

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.

Cara L. Levy

Name of Person Signing

Cara L. Levy
Signature

1/20/99
Date

Total number of pages comprising cover sheet:

TRADEMARK

REEL: 1845 FRAME: 0196

ASSIGNMENT OF SERVICE MARK

WHEREAS, PEOPLETECH, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter, "Assignor") is the owner of and is using in commerce the service mark "PeopleTECH Creative Technologies in Human Relations", registered in the United States Patent and Trademark Office on November 30, 1993, as No. 1,807,878 (the "Mark"); and

WHEREAS, PEOPLE TECH CONSULTING, INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter, "Assignee") is desirous of acquiring the entire right, title and interest in and to the Mark, including the goodwill associated therewith.

NOW, THEREFORE, in consideration of the sum of three hundred thousand dollars (\$300,000), receipt of which is hereby acknowledged, and intending to be legally bound, Assignor has assigned, transferred and set over, and by these presents does hereby assign, transfer and set over, unto the Assignee, its successors and assigns, the entire right, title and interest in and to the Mark, including the goodwill associated therewith, and the right to recover for past infringements of the Mark, to have and to hold the same as fully and completely as the same might have been held by the Assignor had this sale and assignment not been made.

Assignor reserves all rights to its property not assigned to Assignee including, but not limited to, the videos Assignor has distributed and continues to distribute, and all

goodwill and royalties associated with the videos, which shall remain the exclusive property of Assignor.

Assignor warrants and represents to Assignee: (a) that it is the owner of the Mark and all associated rights and goodwill, and has the full right and authority to enter into this Assignment; and (b) that Assignor has no knowledge that the Mark violates or infringes any third-party service marks or other property or property rights.

Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and to register and enforce the rights conveyed hereby, including without limitation,

execution of lawful documents, and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

PEOPLETECH, INC.

By: *Andrew Moenter*

STATE OF Pennsylvania :
COUNTY OF Delaware :

SS

I, Victoria M. Kischen a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 14th of January, 1998, appeared before me Andrew Moenter, to me personally known, who, being by me duly sworn, did say that he is the President of PeopleTech, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 14th day of January, 1998

Victoria M. Kischen
Notary Public

Notary Seal
Victoria M. Kischen, Notary Public
Radnor Township, Delaware County, PA
My Commission Expires March 31, 2001