

03-01-1999

TKS ONLY

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To the Honorable C

100975859

1. Name of conveying party

Tangent International Computer Consultants, LLC

MAD 2-26-99

- Individual(s) Association
General Partnership Limited Partnership

Corporation-State
Other limited liability company (Delaware)

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: January 28, 1999

Please record the attached original documents or copy thereof.

2. Name and address of receiving party(ies)

Name: Planetworks, LLC

Internal Address:

Street Address: 30 Broad Street

City: New York State: NY ZIP: 10004

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

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

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

A. Trademark Application No.(s)

75/233123
75/194596

B. Trademark Registration No.(s)

2,158,331

Additional numbers attached? Yes No

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

Name: Gregory K. Marks, Esq.

Internal Address:

03/01/1999
01
02

Street Address: c/o Esanu Katsky Korins & Siger, LLP, 605 Third Avenue
City: New York State: NY ZIP: 10158

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed (In the event the enclosed fee is insufficient, please charge
Authorized to be charged to deposit account

8. Deposit account number: (Only in the event the enclosed fee 051300 is insufficient)

(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.

Peter C. Watts

Name of Person Signing

Signature

1/28/99

Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 1864 FRAME: 0045

ASSIGNMENT OF TRADEMARK

WHEREAS, Tangent International Computer Consultants, LLC (the "Assignor") is the sole owner of all rights relating to certain trademarks described on annexed Exhibit A together with all of the goodwill and any applications now registered or pending throughout the world relating thereto (collectively, the "Trademark"); and

WHEREAS, the Assignor is desirous of transferring, and Planetworks, LLC (the "Assignee"), is desirous of acquiring, the Trademark;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Assignor hereby irrevocably assigns, sells and transfers to the Assignee, its successors and assigns, absolutely, exclusively and in perpetuity, all right, title and interest in and to the Trademark together with any renewals, reissues and extensions thereof as well as the right to secure the same in its own name or in the name of its successors, assigns and/or nominees, in all countries, including, without limitation, any and all claims and rights to sue and recover damages for past infringement and all causes of action, claims, damages and other rights the Assignor may have with respect to or arising out of the Trademark, together with the goodwill of the business associated therewith.

1. Representations. The Assignor represents and warrants that (i)

it is the sole owner of, and has good and marketable title to, the Trademark and has the right and legal power to convey the Trademark to the Assignee and perform its other obligations hereunder; (ii) it has not granted, transferred or assigned to any other person or entity any rights of any kind in the Trademark and there are no outstanding assignments, grants, licenses or agreements inconsistent with this Assignment and the Trademark is being transferred free and clear of all liens, claims and encumbrances of any kind; (iii) to the best of Assignor's knowledge, the Trademark does not infringe upon or violate the rights of any third parties and the exercise by the Assignee of any rights transferred hereunder will not violate or infringe upon the rights of any third parties; (iv) the execution and delivery of this Assignment and the performance of the terms hereof does not and will not violate any provision of any agreement, document or law; and (v) the Assignor will not create, make, sell or otherwise transfer ownership of materials which are substantially similar to the Trademark. The Assignor will promptly upon demand indemnify the Assignee, its successors and assigns and all agents of any of the same, from all liabilities, costs and expenses (including, without limitation, all attorneys' fees and expenses) incurred as a direct result of any actual breach of any of the foregoing representations and warranties.

2. Covenants. The Assignor covenants that at any time and from time to time, without additional compensation, the Assignor will assist in the preparation of, execute and deliver any documents or instrument, including, without limitation, trademark and other proprietary registration applications and renewals thereof, and provide such other assistance, as the Assignee may

hereafter determine to be necessary or advisable (a) to obtain, extend, renew, reissue and maintain any United States, state and/or foreign trademarks or other proprietary registrations relating to the Trademark, (b) to conduct any litigation relating to the rights acquired hereunder, and (c) for any other reasonable purpose determined by the Assignee, its successors and assigns, to be necessary or advisable to effectuate the intent of this Assignment.

3. Power of Attorney. For the above-described consideration, the Assignor hereby irrevocably constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, and gives and grants unto the Assignee, its successors and assigns, and each of them, full power and authority in the name of the Assignor, its successors and assigns, at any time and from time to time, to make, execute, do and perform such other acts and things concerning the subject matter of Paragraph 2 above with like power and as fully as the Assignor could or might have done, hereby ratifying, confirming all and whatever the Assignee, its successors and assigns, or any of them, shall lawfully do or cause to be done. The Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor, or by its dissolution, or in any manner or for any reason.

4. Binding Nature. This instrument shall be binding upon the Assignor, its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assignees. The Assignee shall have the unrestricted right to use, transfer or otherwise dispose of the Trademark or any rights granted hereunder, in whole or in part.

IN WITNESSETH WHEREOF, the undersigned has duly executed this
Assignment as of the 28th day of January, 1999.

TANGENT INTERNATIONAL COMPUTER CONSULTANTS, LLC

By: 

Name: Peter C. Watts

Title: President

STATE OF NEW YORK)
)SS.:
COUNTY OF NEW YORK)

On this 27th day of January, 1999, before me personally came Peter C. Watts, to me known who being by me duly sworn did depose and say, that he resides at 111 Iron Latch Court, Upper Saddle River, New Jersey 07458, that he is the President of Tangent International Computer Consultants, LLC, the limited liability company described in and which executed the foregoing instrument; and that he executed the foregoing instrument on behalf of such entity pursuant to authority duly received.


Notary Public


LINDA MARSHALL
Notary Public, State of New York
No. 41-4744180
Qualified in Queens County
Commission Expires October 31, 1999 

EXHIBIT A
TO ASSIGNMENT OF TRADEMARK

1. Trademarks:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
"Planetworks"	2,158,331	05/19/98

2. Trademark Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filings Date</u>
"Servolution"	75/233123	01/29/97
"Interspace"	75/194596	11/7/96

3. Annexed executed Recordation Form Cover Sheet to accompany a copy of this Assignment when filed with United States Patent and Trademark Office.