

03-23-1999

Attorney Docket No.: 10081/001001

2.27.99



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Commissioner for Trademarks: Ple:

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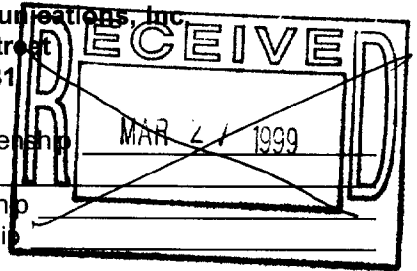
1. Name of conveying party(ies): **PeopleWeb, Inc.**

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

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

**PeopleWeb Communications, Inc.**  
2262 North First Street  
San Jose, CA 95131

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



Additional name(s) attached?  Yes  No

3. Nature of conveyance:

- Assignment
  - Merger
  - Security Agreement
  - Change of Name
  - Other:
- Execution Date: **2/24/99**

If the assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

Additional names/address(es) attached?  Yes  No

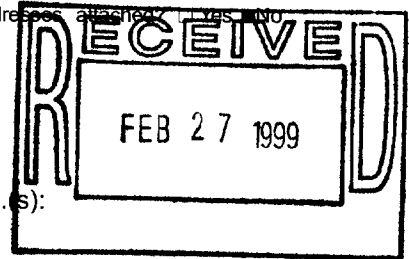
4. Application number(s) or trademark number(s):

A. Trademark Application No.(s):  
**75/436,049**

B. Trademark No.(s):

**2,213,639**

Additional numbers attached?  Yes  No



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

**Christopher S. Marchese**  
Fish & Richardson P.C.  
4225 Executive Square, Suite 1400  
La Jolla, CA 92037

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41): **\$640**

- Enclosed
- Authorized to charge deposit account

8. Deposit account number: **06-1050**

If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

03/22/1999 DNGUYEN 00000087 2213639

01 FC:481 40.00 OP  
02 FC:482 375.00 OP

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 the attached is the original document.*

**Christopher S. Marchese**  
Name of Person Signing

*Christopher S. Marchese*  
Signature

**2/25/99**  
Date

Total number of pages including cover sheet, attachments, and document: **34**

Refund Ref:  
03/22/1999 DNGUYEN 0000079261

CHECK Refund Total: **\$225.00**

"EXPRESS MAIL" Mailing Label Number **EM327466647 US**  
Date of Deposit **Feb. 25, 1999**

I hereby certify under 37 CFR 1.10 that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office To Addressee" with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.

*Mike Augustine*

**MIKE AUGUSTINE**

**TRADEMARK**  
**REEL: 1872 FRAME: 0068**

(A) Additional Trademark Application No.(s):

75//436,587  
75/598,467  
75/584,283  
75/552,894  
75/424,888  
75/424,702  
75/424,135  
75/330,082  
75/423,104  
75/330,051  
75/330,050  
75/330,083

(B) Additional Trademark No.(s):

2,215,682  
2,194,643

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
2. Pursuant to an agreement made between the **Assignor** and **Assignee** effective August 30, 1998, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by **Assignor**, **Assignor** hereby assigns all of **Assignor's** rights, title, and interest in and to, and to the use of, the Mark, the goodwill symbolized by the Mark, and the trademark registration identified in attached Schedule A. This Assignment further includes the right to recover for past acts of infringement of the Mark, free and clear of all liens and encumbrances.
3. The United States Patent and Trademark Office is hereby authorized by **Assignor** to deliver to **Assignee**, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademark Rights.

**Assignor:**

DATED: February 24, 1999



PEOPLEWEB, INC.  
BY: Benedict H. Van

**Assignee:**

DATED: February 24, 1999



PEOPLEWEB COMMUNICATIONS, INC.  
BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "P & DESIGN" trademark, for use on computers, servers, modems; and computer programs and related manuals sold as a unit.
2. United States Trademark Serial No. 75/436,049, filed February 18, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
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**Assignor:**

DATED: February 24, 1999

  
\_\_\_\_\_  
PEOPLEWEB, INC.  
BY: Benedict H. Van

**Assignee:**

DATED: February 24, 1999

  
\_\_\_\_\_  
PEOPLEWEB COMMUNICATIONS, INC.  
BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "P & DESIGN" trademark, for consulting services to assist individuals and businesses in accessing and using an internal computer network and/or global computer network for personal and business use; developing and customizing computer software and hardware systems for others for accessing, providing information to, and obtaining information from a global computer network; developing, maintaining and utilizing computer communication software for accessing an internal computer network and/or for accessing a global computer network; providing hosting services on an internal computer network and/or on a global computer network; designing software for others that allows users to provide information to and receive information from other users over an internal computer network and/or over a global computer network; and designing software for others that allows users to access an internal computer network and/or a global computer network.
2. United States Trademark Serial No. 75/436,587, filed February 18, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
2. Pursuant to an agreement made between the **Assignor** and **Assignee** effective August 30, 1998, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by **Assignor**, **Assignor** hereby assigns all of **Assignor's** rights, title, and interest in and to, and to the use of, the Mark, the goodwill symbolized by the Mark, and the trademark registration identified in attached Schedule A. This Assignment further includes the right to recover for past acts of infringement of the Mark, free and clear of all liens and encumbrances.
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**Assignor:**

**Assignee:**

DATED: February 24, 1999

DATED: February 24, 1999



PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information.
2. United States Trademark Registration No. 2,213,639, registered December 29, 1998.



## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

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**Assignee:**

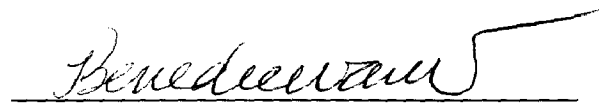
DATED: February 24, 1999

DATED: February 24, 1999



PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB ONE WORLD, ONE WEB" trademark, for providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information.
2. United States Trademark Serial No. 75/133,160, filed July 12, 1996, which registered on January 5, 1999, Registration No. 2,215,682.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

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**Assignor:**

**Assignee:**

DATED: February 24, 1999

DATED: February 24, 1999



PEOPLEWEB, INC.  
BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.  
BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLE MAKE IT BETTER" trademark, providing information on a wide variety of topics via a global computer network; providing e-mail, voice messaging, and sales of consumer products via a global computer network; creating web sites for others.
2. United States Trademark Serial No. 75/598,467, filed November 30, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
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**Assignor:**

**Assignee:**

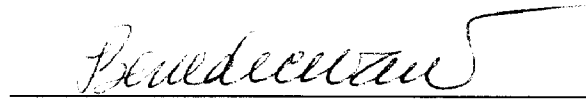
DATED: February 24, 1999

DATED: February 24, 1999



PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

81230.LJ1

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "WOMENPLANET" trademark, providing information and services relating to women and womens' issues via a local or global computer network.
2. United States Trademark Serial No. 75/584,283, filed November 6, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California


1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
2. Pursuant to an agreement made between the **Assignor** and **Assignee** effective August 30, 1998, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by **Assignor**, **Assignor** hereby assigns all of **Assignor's** rights, title, and interest in and to, and to the use of, the Mark, the goodwill symbolized by the Mark, and the trademark registration identified in attached Schedule A. This Assignment further includes the right to recover for past acts of infringement of the Mark, free and clear of all liens and encumbrances.
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**Assignor:**

**Assignee:**

DATED: February 24, 1999

DATED: February 24, 1999

  
PEOPLEWEB, INC.  
BY: Benedict H. Van

  
PEOPLEWEB COMMUNICATIONS, INC.  
BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB E-COMMUNITIES" trademark, for computer services, namely, creating, maintaining, and implementing web sites for others; hosting web sites for others on a computer server for a global computer network; provide search engines for obtaining data on a global computer network; and providing multiple user access to a global computer network for the transfer and dissemination of a wide range of information.
2. United States Trademark Serial No. 75/552,894, filed September 14, 1998.



## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
2. Pursuant to an agreement made between the **Assignor** and **Assignee** effective August 30, 1998, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by **Assignor**, **Assignor** hereby assigns all of **Assignor's** rights, title, and interest in and to, and to the use of, the Mark, the goodwill symbolized by the Mark, and the trademark registration identified in attached Schedule A. This Assignment further includes the right to recover for past acts of infringement of the Mark, free and clear of all liens and encumbrances.
3. The United States Patent and Trademark Office is hereby authorized by **Assignor** to deliver to **Assignee**, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademark Rights.

**Assignor:**

**Assignee:**

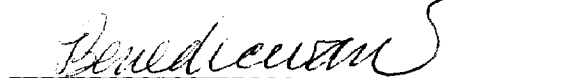
DATED: February 24, 1999

DATED: February 24, 1999



PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for educational services, namely, providing incentives to people and organizations to demonstrate excellence in the field of website development, design, hosting, management, updating, testing, and tracking; computer education training services; developing print and on-line educational manuals for others in the field of website development, design, hosting, management, updating, testing, and tracking; conducting workshops and seminars in the field of website development, design, hosting, management, updating, testing, and tracking; and distributing course materials in connection with all the previously cited services.
2. United States Trademark Serial No. 75/424,888, filed January 28, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

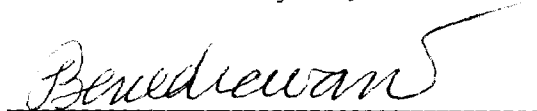
1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
2. Pursuant to an agreement made between the **Assignor** and **Assignee** effective August 30, 1998, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by **Assignor**, **Assignor** hereby assigns all of **Assignor's** rights, title, and interest in and to, and to the use of, the Mark, the goodwill symbolized by the Mark, and the trademark registration identified in attached Schedule A. This Assignment further includes the right to recover for past acts of infringement of the Mark, free and clear of all liens and encumbrances.
3. The United States Patent and Trademark Office is hereby authorized by **Assignor** to deliver to **Assignee**, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademark Rights.

**Assignor:**

**Assignee:**

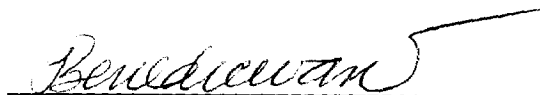
DATED: February 24, 1999

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PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for use on computer information network services featuring information on a wide variety of topics of general interest to users of a computer information network; consulting services to assist individuals and businesses in accessing and using an internal computer network and/or global computer network for personal and business use; developing and customizing computer software and hardware systems for others for accessing, providing information to, and obtaining information from a global computer network; developing, maintaining and utilizing computer communication software for accessing an internal computer network and/or for accessing a global computer network; providing hosting services on an internal computer network and/or on a global computer network; designing software for others that allows users to provide information to and receive information from other users over an internal computer network and/or over a global computer network; and designing software for others that allows users to access an internal computer network and/or a global computer network.
2. United States Trademark Serial No. 75/424,702, filed January 28, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

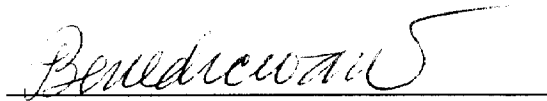
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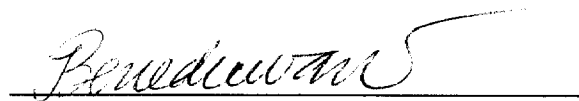
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PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for use promoting the goods and services of others through dissemination of advertising for others via an on-line electronic communications network; developing promotional campaigns for businesses; preparation and dissemination of advertising matter; cooperative advertising and marketing; advertising slogan and cartoon character licensing; rental of advertising space; dissemination of advertising matter; franchising, namely, offering technical assistance in the establishment and/or operation of businesses engaged in developing, designing, hosting, managing, updating, testing, tracking, and advertising sites and/or locations on a global computer network and providing consultation, education, training, and development of marketing strategies for businesses and individuals using a global computer network; conducting employee incentive award programs to promote on-the-job productivity; providing business information on the subjects of computers, computer networks, computer programming, on-line sales, on-line advertising, finance, investing, and real estate; producing audio or video infomercials; and promoting the goods and services of others by arranging for sponsors to affiliate their goods and/or services with a particular web site.
2. United States Trademark Serial No. 75/424,135, filed January 27, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
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**Assignor:**

**Assignee:**

DATED: February 24, 1999

DATED: February 24, 1999



PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

## SCHEDULE A

### DESCRIPTION OF TRADEMARK RIGHTS

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for entertainment services, namely, amusement parks; arcades; amusement centers; amusement park rides; audio recording and production; distribution, production and scheduling of television programs; movie studios and theaters; live music concerts; editing, distribution, and production of motion pictures; film and video editing; video and motion picture rentals; health clubs; and radio programming and production.
2. United States Trademark Serial No. 75/330,082, filed July 24, 1997.



## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

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PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

81191.LJ1

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for use on telephone calling card services, in Int. Cl. 36; local and long distance telephone services; telecommunication services, namely, providing voice communication and telephone services via a global computer network and providing electronic mail services and electronic voice messaging services via a global computer network, Int. Cl. 38.
2. United States Trademark Serial No. 75/423,104, filed January 26, 1998.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

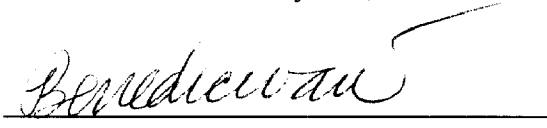
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**Assignee:**

DATED: February 24, 1999

DATED: February 24, 1999



PEOPLEWEB, INC.  
BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.  
BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for use advertising services for others via a computer network; and electronic retailing featuring computer equipment and consumer electronics via a global computer network.
2. United States Trademark Serial No. 75/330,051, filed July 24, 1997.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
2. Pursuant to an agreement made between the **Assignor** and **Assignee** effective August 30, 1998, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by **Assignor**, **Assignor** hereby assigns all of **Assignor's** rights, title, and interest in and to, and to the use of, the Mark, the goodwill symbolized by the Mark, and the trademark registration identified in attached Schedule A. This Assignment further includes the right to recover for past acts of infringement of the Mark, free and clear of all liens and encumbrances.
3. The United States Patent and Trademark Office is hereby authorized by **Assignor** to deliver to **Assignee**, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademark Rights.

**Assignor:**

**Assignee:**

DATED: February 24, 1999

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## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for use on computers; computer hardware communications servers; modems; and computer programs in the field of providing and accessing information on a global computer network, recorded on disks and CD-ROMS, and related manuals sold as a unit.
2. United States Trademark Serial No. 75/180,582, filed October 11, 1996, which registered on October 13, 1998, Registration No. 2,194,643.

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
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**Assignor:**

**Assignee:**

DATED: February 24, 1999

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PEOPLEWEB, INC.

BY: Benedict H. Van



PEOPLEWEB COMMUNICATIONS, INC.

BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for use on promotional and advertising materials, on brochures, on letterhead and business cards, and on signs.
2. United States Trademark Serial No. 75/330,050, filed July 24, 1997.



## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** PeopleWeb, Inc., of San Jose, California

**Assignee:** PeopleWeb Communications, Inc., of San Jose, California

1. **Assignor** is the owner of all of the rights in, and goodwill symbolized by, the trademark ("the Mark") and trademark registration which are described in the attached Schedule A.
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3. The United States Patent and Trademark Office is hereby authorized by **Assignor** to deliver to **Assignee**, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademark Rights.

**Assignor:**

DATED: February 24, 1999



PEOPLEWEB, INC.  
BY: Benedict H. Van

**Assignee:**

DATED: February 24, 1999



PEOPLEWEB COMMUNICATIONS, INC.  
BY: Benedict H. Van

## **SCHEDULE A**

### **DESCRIPTION OF TRADEMARK RIGHTS**

1. All common law rights, title and interest in the "PEOPLEWEB" trademark, for financial services, namely, real estate finance, real estate loans, real estate investment, real estate brokerage; acquiring corporate stock and equity for others, and lending money to corporations.
2. United States Trademark Serial No. 75/330,083, filed July 24, 1997.