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ached original documents or copy thereof.

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TRADEMARK
REEL: 1888 FRAME: 0209

ASSIGNMENT

This ASSIGNMENT is made as of September 11, 1998, by and between Andersen Consulting LLP, an Illinois limited liability partnership ("Assignor"), and JusticeLink, Inc., a Delaware corporation ("Assignee"), with reference to the following facts:

WHEREAS, the Assignor has adopted, used and is using the trademark(s), trade names and service marks identified on Schedule A attached hereto (the "Marks"); and

WHEREAS, pursuant to that certain Stock Purchase Agreement (the "Stock Purchase Agreement"), dated as of September 11, 1998, by and between Assignee, Assignor and Lynx Capital Group, LLC, Assignor has agreed to sell, assign, transfer, set over and otherwise convey to Assignee all of Assignor's rights to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged by Assignor, and pursuant to that certain Stock Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers, sets over and otherwise conveys to Assignee, and its successors and assigns, all right, title and interest Assignor may now have or ever had in and to the Marks for any and all commercial or business purposes, together with all good will of the business symbolized by the Marks. The foregoing assignment of the Marks shall include, without limitation, (a) the right to register the Marks in the United States and in any foreign country, (b) all right, title and interest of Assignor, if any, in and to any existing registrations or pending registration applications for the Marks, (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer, convey or exploit any of the Marks, and (d) the right to sue for and collect damages by reason of any future infringement or misuse of the Marks.

2. Registration. Assignee hereby irrevocably appoints Assignee attorney-in-fact, with full power and authority to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents in the name and on behalf of Assignor, as Assignee may deem necessary or proper in the premises to accomplish such assignment. Assignor authorizes and requests the United States Patent and Trademark Office and similar foreign offices to record Assignee as the assignee and owner of all applications and registrations included in the Marks sought or secured now or hereafter.

3. Further Assurances. Assignor agrees, at Assignee's expense, to duly execute and deliver any and all instruments and documents that may be deemed necessary or convenient by Assignee, and otherwise to cooperate with and assist Assignee, to register the Marks in the name of Assignee in the United States Patent and Trademark Office and in any foreign country or jurisdiction and to evidence, maintain, defend or enforce this Assignment, as well as Assignee's right, title and interest in and to the Marks.

4. Consideration. In consideration of this Assignment, Assignee has agreed, pursuant to the Stock Purchase Agreement, to transfer to Assignor the consideration set forth in the Stock Purchase Agreement, the adequacy and receipt of which are hereby acknowledged.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

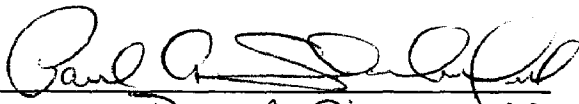
6. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws thereunder.

7. Entire Agreement. This Assignment contains the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings, letters of intent and agreements, whether written or oral, between the parties, regarding the subject matter hereof.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first above written.

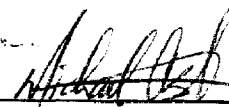
ASSIGNOR:

ANDERSEN CONSULTING LLP
an Illinois limited liability partnership

By: 
Name: PAUL A. SHACKELFORD
Title: PARTNER

ASSIGNEE:

JUSTICELINK, INC.,
a Delaware corporation

By: 
Name: MICHAEL ASHKEN
Title: PRESIDENT

Schedule A

Servicemark
JUSTICELINK

Registration Number
2007120

Date of Registration
October 8, 1996

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RECORDED: 11/27/1998

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