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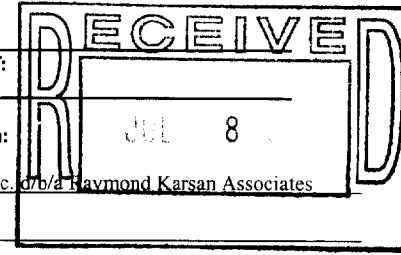
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copy thereof:



To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

Enhanced Communications, Inc.
180 South Street
Murray Hill, New Jersey 07974

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

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 1, 1998

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

A. Trademark Application No.(s)
Additional numbers attached? Yes No

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

Name: International Holding Company, Inc. db/a Raymond Karsan Associates
Address: 170 Main Street, Suite 201
City: Tewksbury State: NJ ZIP: 01876

- Additional name(s) and address(es) attached?
Yes No
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Pennsylvania
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No N/A
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No N/A

B. Trademark Registration No.(s)
2,160,467
1,652,467
1,548,273
1,548,096
1,379,657
1,378,502
1,378,503

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

Name: Linda Pickering, Esq.
Address: LOWENSTEIN SANDLER PC
65 Livingston Avenue
City: Roseland State: New Jersey ZIP: 07068

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) - \$190.00

- 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)

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.

Name of Person Signing: Linda Pickering Signature: [Signature] Date: 7/8/99

Total number of pages including cover sheet: 6

07/13/1999 MTHA11 00000236 2160467
01 FC:481 40.00 OP
02 FC:482 150.00 OP

Main documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

# ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT ("Agreement") made effective, *nunc pro tunc*, the 1<sup>st</sup> day of January, 1998, by and between ENHANCED COMMUNICATIONS, INC., a New Jersey corporation ("ECI"), and INTERNATIONAL HOLDING COMPANY, INC., a Pennsylvania corporation, doing business as Raymond Karsan Associates ("RKA").

## BACKGROUND

A. ECI was the owner of all right, title and interest in and to the trademarks and tradenames listed in Exhibit "A" attached hereto ("Trademarks") and the copyrights listed in Exhibit "B" hereto ("Copyrights").

B. ECI entered into an Asset Purchase Agreement with RKA dated May 1, 1998, wherein ECI sold and conveyed to RKA all of its assets, including its Trademarks and Copyrights.

C. The parties are desirous of entering into this Agreement to confirm the assignment of all right, title and interest in and to the Trademarks and Copyrights from ECI to RKA.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment.

a. ECI does hereby *nunc pro tunc*, January 1, 1998, sell, assign, transfer and set over to RKA, and RKA accepts the assignment of, all right, title and interest in and to the Copyrights and the Trademarks, together with the the goodwill associated therewith.

b. ECI does hereby *nunc pro tunc*, January 1, 1998, sell, assign, transfer and set over to RKA, and RKA accepts the assignment of, all claims for damages for past infringement of any or all of the Trademarks and Copyrights as well as the right to sue for and collect the same for its own use and enjoyment.

c. ECI authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks and title thereto as the property of RKA, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

TRADEMARK

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d. ECI authorizes the Registrar of the Copyright Office of the United States to record the Copyrights and title thereto as the property of RKA, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

2. Miscellaneous Provisions.

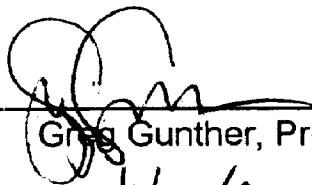
a. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

b. Notice. Any notice hereunder, if mailed, shall be deemed given and received 48 hours after mailing, and if sent by professional express service, notice shall be deemed given and received at the time of actual delivery. Notices shall be sent to such address as the parties shall designate in writing from time to time.

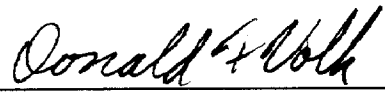
c. Additional Documentation. The parties hereto agree to execute and deliver any and all documents, and to take any and all action necessary to effect this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, *nunc pro tunc*, January 1, 1998.

ENHANCED COMMUNICATIONS, INC.

By:  \_\_\_\_\_  
Greg Gunther, President  
Date: 6/24/99

INTERNATIONAL HOLDING COMPANY,  
INC. doing business as RAYMOND  
KARSAN ASSOCIATES

By:  \_\_\_\_\_  
Date: 6/21/99

STATE OF New Jersey :  
 : SS  
COUNTY OF Union :

BEFORE ME, the undersigned authority, on this day personally appeared Greg Gunther the person who signed this Assignment Agreement, who acknowledged that he/she signed it as his/her free and voluntary act on behalf of Enhanced Communications, Inc. with authority to do so. for the use, purpose and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL this 24<sup>th</sup> day of June, 1999.

Roberta L. Krupa  
Notary Public

ROBERTA L. KRUPA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission expires: MY COMMISSION EXPIRES FEB. 19, 2000

STATE OF Pennsylvania :  
 : SS  
COUNTY OF Montgomery :

BEFORE ME, the undersigned authority, on this day personally appeared Donald F. Volk the person who signed this Assignment Agreement, who acknowledged that he/she signed it as his/her free and voluntary act on behalf of International Holding Company, Inc. with authority to do so. for the use, purpose and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL this 21<sup>st</sup> day of June, 1999.

Michele Camacho  
Notary Public

My Commission expires: 

Notarial Seal Michele Camacho, Notary Public Glenolden Boro, Delaware County My Commission Expires Nov. 13, 2000 Member, Pennsylvania Association of Notaries
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# EXHIBIT "A"

## REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	DATE
BANKING IS BUSINESS	2,160,467	05/26/98
BANKING IS BUSINESS	1,652,055	07/23/91
BANKERS ARE BUYERS	1,548,273	07/18/89
BANCASE	1,548,096	07/18/89
EC*	1,379,657	01/21/86
ENHANCED COMMUNICATIONS, INC.	1,378,502	01/14/86
EC ENHANCED COMMUNICATIONS, INC.	1,378,503	01/14/86

\* cancelled for failure to file under Section 8

# EXHIBIT "B"

## REGISTERED COPYRIGHTS

COPYRIGHT	REGISTRATION NUMBER	DATE
AVERAGE BANCORP PROFILE	TX 2-448-983	11/21/88
BANKERS ARE BUYERS	TX 2-462-022	11/21/88
BANCASE SIMULATION (VERSION 2.0)	TX 2-457-534	11/21/88
BANKING IS BUSINESS	TX 2-921-058	06/28/90