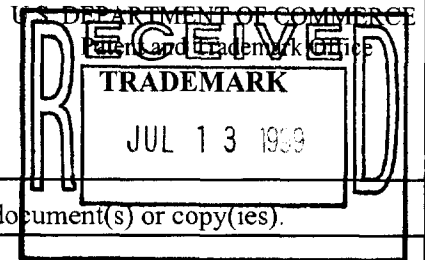


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-15-1999



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HEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
Document ID # _____
 Correction of PTO Error
Reel # _____ Frame # _____
 Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License
 Security Agreement
 Merger
 Change of Name Effective Date
Month Day Year
June 17, 1999
 Other _____

Conveying Party

____ Mark if additional names of conveying parties attached

Name Bigfoot International, Inc.

Execution Date
Month Day Year
June 17, 1999

Formerly _____

Individual General Partnership Limited Partnership Corporation
 Association Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

____ Mark if additional names of receiving parties attached

Name NeoPlanet, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3710 E. University Drive, #4

Address (line 2) _____

Address (line 3) Phoenix, Arizona 85034

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached
 Corporation Association
 Other

Citizenship/State of Incorporation/Organization Delaware

07/14/1999 DMGUYEN 00000249 2205653

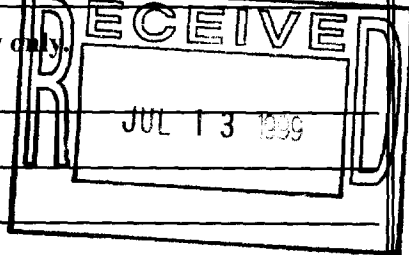
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001927 FRAME: 0568



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number (212) 309-6676

Name Johanna L. Werbach, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP, Attn: TMSU

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages Enter the total number of pages of the attached conveyance document including any attachments.

1

Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)

Registration Number(s)

2,205,653 for NEOPLANET

Number of Properties Enter the total number of properties involved. 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account _____

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes No _____

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. Charges to deposit account are authorized, as indicated herein.

Johanna L. Werbach
Name of Person Signing

Johanna L. Werbach
Signature

July 12, 1999
Date Signed

ASSIGNMENT OF U.S. TRADEMARK REGISTRATION

WHEREAS, **Bigfoot International, Inc.**, a Delaware corporation having its principal office and place of business at 1841 Broadway, Suite 609, New York, New York 10023 ("Assignor") is the owner of the following trademark registration (the "Trademark"):

NEOPLANET (R.N. 2,205,653)

WHEREAS, **Neoplanet, Inc.**, a Delaware corporation having its sole office and place of business at 3710 E. University Drive, #4, Phoenix, Arizona 85034 ("Assignee") is desirous of acquiring all of Assignor's right, title and interest in the United States in and to the Trademark and the registrations for it;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, all of Assignor's rights, title and interest, whether statutory or at common law, in and to the Trademark, together with the goodwill of the business symbolized by it, and all registrations therefor, in the United States of America, its territories and possessions, including any and all state applications and registrations, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain all monetary and other proceeds relating to those causes of action.

Bigfoot International, Inc.

By:



Name: William H. Mitchell

Title: COO

Dated: 17 June 1999