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To the Honorable Commissioner of Patents a

uments or copy thereof.

1. Name of conveying party(ies):

Tenkey Publishing, Inc.
5422 Carrier Drive, Suite 201
Orlando, Florida 32819

MRO
7/10/99

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

CareerShop.com, Inc. (f/k/a TenKey Interactive, Inc.)
6355 MetroWest Blvd., Suite 260
Orlando, Florida 32835

- Individual(s)
- Association
- General Partnership
- Other
- Limited Partnership
- Corporate-State/Florida

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

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

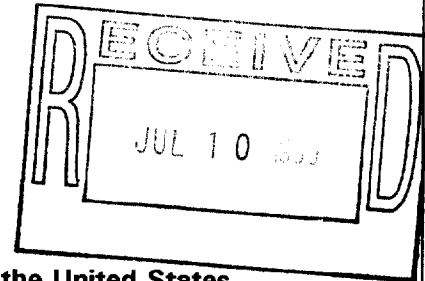
Execution Date: January 1, 1997

If assignee is not domiciled in the United States
a domestical representative designated is attached

- Yes
- No

(Designations must be a separate document
from Assignment)

Additional name(s) & Address(es) attached
 Yes No



4. Application or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,944,252

Additional numbers attached? Yes No

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

Name: Lydia R. Annunziata, Esq.
Internal Address: Lydia R. Annunziata, P.A.
Street Address: 1052 Montgomery Road, Suite 118
Altamonte Springs, Florida 32714

6. Total number of applications and
registrations involved:.....(1)

7. Total fee (37CFR 3.41)..... \$40.00

- Enclosed
- To be charged to deposit account

8. Deposit Account Number: _____

(Attach duplicate copy of this page if paying by deposit)

If any additional extension and/or fee is required,
or, if any additional fee for claims is required.

07/21/1999 MTHAI1 00000245 1944252

DO NOT USE THIS SPACE

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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.

Lydia R. Annunziata

Name

Signature

Date

Total number of pages including cover sheet, attachments and document: 6

PLAN AND AGREEMENT OF REORGANIZATION

This is a Plan and Agreement of Reorganization between TenKey Publishing, Inc. (the "Seller"), a Florida corporation, and TenKey Interactive, Inc. (the "Purchaser"), a Florida corporation.

RECITALS

WHEREAS, the Seller desires to exchange substantially all of its assets and business solely for the voting Common Shares of Purchaser and the assumption by the Purchaser of certain liabilities and obligations of the Seller; and the Purchaser desires to acquire the assets and business of the Seller, all as provided in this Agreement; and

WHEREAS, the Seller and the Purchaser desire to adopt a plan of reorganization pursuant to the provisions of Section 368(a)(1)(C) of the Internal Revenue Code, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in order to consummate this Plan and Agreement of Reorganization and in consideration of the mutual benefits to be derived from that consummation and the mutual agreements set forth below, the parties agree as follows:

ARTICLE 1 PROPERTY RECEIVED BY PURCHASER

1.01 Acquisition of Business and Assets of Seller

On the terms and subject to all of the conditions in this Agreement and the performance by each of the parties of their respective obligations under this Agreement, the Seller agrees to sell to the Purchaser and the Purchaser agrees to buy from the Seller as provided in this Agreement, on the Closing Date, all the assets, property, and business of the Seller as a going concern, owned by it on the Closing Date, of whatever kind and character, real and personal, tangible and intangible, known and unknown, and wherever located, and whether or not recorded on Seller's books, and including without limitation, its goodwill, its right to the use of its name, and all of its books and records (except its general ledgers and journals) relating to its business, but not including, however, the rights of the Seller in, to, and under this Agreement, the Seller's charter to be a corporation, its stock record books, its corporate minute books, its corporate seal, and other corporate records having exclusively to do with its corporate organization and capitalization. All books and records retained by the Seller shall be open for inspection by the Purchaser at any time during regular business hours after the Closing Date and the Purchaser may, at its own expense, make copies and excerpts from the books and records. The assets and properties to be sold on the Closing Date shall, without limitation, include all assets and properties

of the Seller shown on the unaudited Balance Sheet of Seller as of December 31, 1996, delivered to the Purchaser by the Seller, with only those changes therein as (a) shall have occurred in the ordinary course of the Seller's business between December 31, 1996, and the Closing Date under this Agreement, in transactions not inconsistent with any of Seller's representations, warranties, and agreements set forth in this Agreement; or (b) may be consented to or approved by the Purchaser in writing.

1.02 Reorganization Expenses

Purchaser and Seller will each pay their own reorganization expenses, including legal and accounting expenses. Seller is solely responsible for paying all costs of its related liquidation.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **TenKey Publishing, Inc.** with its principal place of business at 6355 MetroWest Blvd., Suite 260, Orlando, Florida 32835 (the "Seller"), in consideration for receipt of one million eight hundred forty-two thousand seven hundred and five shares of voting common stock of **TenKey Interactive, Inc.** (the "Buyer"), received today by TenKey Publishing, Inc., does hereby sell, assign, transfer, and convey to Buyer, free and clear of all liens, security interests, claims and encumbrances of any kind or nature whatsoever, all of Seller's right, title and interest to the following assets:

1. All of Seller's trade and other accounts receivable as of December 31, 1996, valued at \$6,866.25
2. Note Receivable from Donna Helen Scarborough, together with all accrued interest, valued at \$6,864.40
3. Note Receivable from Damirus Corporation, together with all accrued interest, valued at \$55,000.00
4. All of Seller's prepaid assets as of December 31, 1996, valued at \$2,615.69
5. All of Seller's inventory as of December 31, 1996, valued at \$27,220.00
6. All of Seller's purchased software as of December 31, 1996, valued at \$14,550.99
7. All of Seller's developed software as of December 31, 1996, valued at \$257,869.14
8. All of Seller's deposits as of December 31, 1996, valued at \$3,339.18
9. Seller's goodwill and business relating to the development and marketing of software products
10. Ownership of a complete and accurate list of all past and present business customers of the Seller
11. All of Seller's leased assets, valued net at \$155,305.57

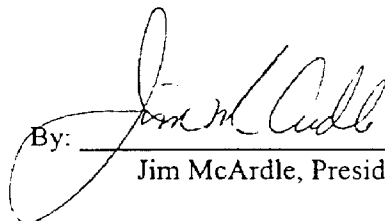
TO HAVE AND TO HOLD unto the Buyer and its successors and assigns forever.

Seller hereby also covenants with Buyer that Seller is the lawful owner of said goods and chattels, has the right to sell the same, and that that Seller will warrant and defend the same against the lawful claims and demands of all persons.

This sale is in accordance with and subject to all of the representations, warranties, covenants, and exclusions set forth in that certain Plan and Agreement of Reorganization by and between Seller and Buyer dated November 30, 1996.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale under seal by its duly authorized President on the ____/____ st day of January, 1997.

TenKey Publishing, Inc.

By: 
Jim McArdle, President

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
TENKEY INTERACTIVE, INC.

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

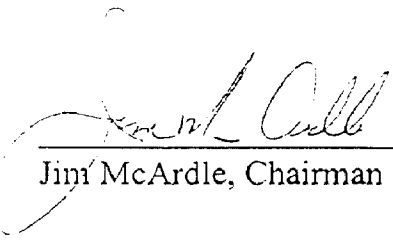
FIRST: Amendment adopted:

Article I – Name of Corporation, is being amended, and the new corporate name shall be **CareerShop.com, Inc.** The text of the amendment adopted is: The name of this Corporation shall be **CareerShop.com, Inc.**

SECOND: The above amendment shall be effective upon filing.

THIRD: The amendment was approved by the shareholders. The number of votes cast for the amendment by the shareholders was sufficient for approval.

Signed this 16th day of September, 1998.



Jim McArdle, Chairman of the Board of Directors



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

September 29, 1998

RICHARD H. TAMI
CAREERSHOP.COM
6355 METROWEST BLVD., SUITE 260
ORLANDO, FL 32835

Re: Document Number P96000072893

The Articles of Amendment to the Articles of Incorporation of TENKEY INTERACTIVE, INC. which changed its name to CAREERSHOP.COM, INC., a Florida corporation, were filed on September 28, 1998.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Thelma Lewis
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 598A00048754