

101126906

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CENTRAL PARK CAPITAL, LP

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

8-20-99

2. Name and address of receiving party(ies)

Name: UFS HOLDINGS LLC f/k/a Univest
Financial Services, LLC

Street Address: 700 Central Parkway
Suite 970
Atlanta, Georgia 30328

Additional name(s) & address(es) attached? [] Yes [X] No

[] Individual(s) citizenship _____

[] Association _____

[] General Partnership _____

[] Limited Partnership _____

[] Corporation-State _____

[x] Other: LIMITED LIABILITY COMPANY - GEORGIA

If assignee is not domiciled in the United States, a domestic representative designation is attached [] yes [] no

Additional name(s) & address(es) attached? [] yes [] no

3. Nature of conveyance:

- [x] Assignment [] Merger
- [] Security Agreement [] Change of Name
- [] Other:

Execution Date: December 31, 1998

4. Application number(s) or registration number(s): 75/522,914 AND 75/529,091

If this document is being filed together with a new application, the execution date of the application is:

- A. Trademark application No.(s)
- B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [x] No

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

WOMBLE CARLYLE SANDRIGE & RICE, PLLC
Suite 3500
1201 West Peachtree Street
Atlanta, Georgia 30309
(404) 872-7000
(404) 888-7490 (fax)

6. Total number of applications/patents involved: [2]

7. Total fee (37 CFR 3.41) \$65.00

- [X] Enclosed
- [] Authorized to be charged to deposit account

8. Deposit Account Number:

50-0517
(Attach duplicate copy of this page if paying by Deposit Account)

08/24/1999 MTHRI1 00000189 75522914

DO NOT USE THIS SPACE

65E

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

SARAH ANNE KEEFE

Name of Person Signing

Signature

AUGUST 17, 1999

Date

Docket No. 28715.0001.3

Total number of pages including cover sheet, attachments, and document: [3]

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

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of December 31, 1998, is from CENTRAL PARK CAPITAL, LP ("Assignor"), to UFS HOLDINGS LLC f/k/a Univest Financial Services, LLC ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor and Assignee are parties to that certain Distribution Agreement, dated as of December 31, 1998 (the "Agreement"), which Agreement is incorporated herein by this reference for all purposes;

WHEREAS, Assignor is a successor to the business of Assignee;

WHEREAS, in accordance with the Agreement, Assignor desires to transfer and assign to Assignee any and all right, title and interest in and to (1) all trade names, trademarks and service marks owned or used by Assignor (the "Marks"); (2) all applications and registrations for the Marks including but not limited to United States Service Mark Application Nos. 75/522,914 and 75/529,091; (3) all goodwill associated with the Marks; and (4) any royalty income from the Marks accruing after the effective date of the Agreement (all collectively referred to as the "Intellectual Property Rights").

WHEREAS, Assignee desires to acquire the Intellectual Property Rights and Assignor and Assignee desire to confirm of record the transfer and assignment of the Intellectual Property Rights.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), and other good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee any and all right, title and interest in and to the Intellectual Property Rights, together with all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of but not by, the Intellectual Property Rights including but not limited to all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

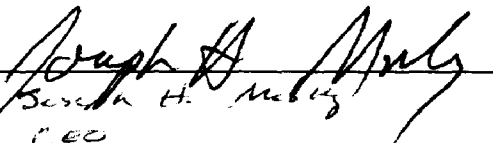
2. Assignor agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to

be duly recorded as the registered owner of the Intellectual Property Rights and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, all as of the day and year first above written.

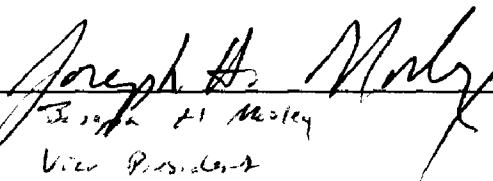
CENTRAL PARK CAPITAL, LP

By Central Park Capital, LLC

By: 
Name: *Joseph H. Masley*
Title: *CEO*

APPROVED AND ACCEPTED BY:

UFS HOLDINGS, LLC

By: 
Name: *Joseph H. Masley*
Title: *Vice President*