

11-05-1999



FORM PTO-1584

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

1-31-92  
Tab settings

MND 11/3/99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Yet Mui  
 49 Cragmont Avenue  
 San Francisco, California 94116

Individual(s) U.S.       Association  
 General Partnership       Limited Partnership  
 Corporation  
 Other:

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: SMARTMONEY  
 Address: 1755 Broadway, 2<sup>nd</sup> Floor  
 New York, NY 10019

Individual(s) Citizenship  
 Association  
 General Partnership - New York  
 Limited Partnership  
 Corporation  
 Other:

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Effective Date: October 22, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)  
 Additional name(s) & address(s) attached:  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
 1,896,931

Additional Numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Selene Costello, Esq.  
 Address: KENYON & KENYON  
 One Broadway  
 New York, New York 10004

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 11-0600

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.*

Jean Pelkowski      *Jean Pelkowski*      10/25/99  
 Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

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

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington DC 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

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**TRADEMARK**  
**REEL: 001984 FRAME: 0919**

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") from YET MUI, an individual having an address at 49 Cragmont Avenue, San Francisco, CA 94116 ("Assignor") to SMARTMONEY, an business entity having an address at 1755 Broadway, Second Floor, New York, NY 10019 ("Assignee"), is effective as of the date last written below.

WHEREAS Assignor owns all right, title and interest in and to (i) United States Trademark Registration No. 1,896,931 for the mark OFFSPRING for "printed matter; namely instructional and teaching materials in the fields of drug and substance abuse awareness and safety issues" (the "Registration"); (ii) the OFFSPRING mark which is the subject of the Registration (the "Mark"); (iii) all common law rights relating to such Mark and Registration, and any and all agreements relating thereto; and (iv) all goodwill symbolized by such Mark, Registration and common law rights ((i), (ii), (iii) and (iv) are hereinafter collectively referred to as the "Property"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the Property.

NOW, THEREFORE, to all whom it may concern, be it known that in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer, convey and bequeath unto Assignee its entire right, title and interest in and to the Property, together with the right to recover for the past, present and future infringement thereof.

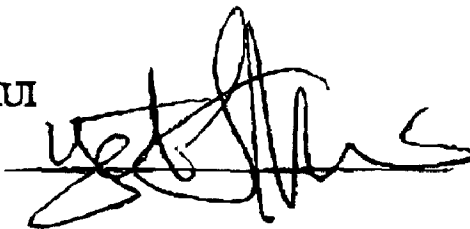
Assignor represents, warrants and covenants that (i) Assignor is the sole owner of all right, title and interest in and to the Property and has full right, power and authority to enter into this Assignment and to convey the Property to Assignee; (ii) all elements of the Property are valid, subsisting, and in full force and effect; (iii) Assignor has never granted and will not in the future grant any rights to any third parties that would violate, conflict with or be inconsistent with any term or provision of this Assignment; (iv) neither the Property, nor Assignee's uses thereof, violate or will violate any rights of any kind or nature whatsoever of any third party, including without limitation any copyright rights, trademark rights, trade dress rights, rights of publicity or rights of privacy; (v) the Mark has been used continuously on and in connection with the goods described in the Registration since at least as early as the "first use" date recited in the Registration; and (vi) the Mark

and Registration have not otherwise been abandoned or canceled. Assignor will execute and deliver any and all additional documents requested by assignee to effectuate this assignment.

Date: October 23 1999

YET MUI

By:



On this 23 day of October 1999, before me personally appeared Yet Mui, to me known, and known to me to be the individual described and who executed the foregoing instrument (or proved to me on the basis of satisfactory evidence), and he duly acknowledged to me that he executed the same for the purpose therein set forth.

Witness my hand and official seal:



Notary Public

My commission expires:

