

01-05-2000



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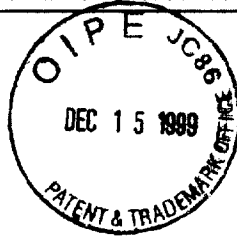
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12/15/99 REC

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
 Other _____
Effective Date
Month Day Year
7/23/99

Conveying Party

____ Mark if additional names of conveying parties attached

Name Bruce Molloy

Execution Date
Month Day Year
7/23/99

Formerly _____

Individual General Partnership Limited Partnership Corporation
 Association Other
 Citizenship/State of Incorporation/Organization _____

Receiving Party

____ Mark if additional names of receiving parties attached

Name Molloy Group, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) Four Century Drive

Address (line 2) Parsippany, NJ 07054

Address (line 3) _____

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 New Jersey

12/29/1999 DNGUYEN 00000299 1919047

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

TRADEMARK
REEL: 002006 FRAME: 0974

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 (202) 467-7517

Name Carole R. Klein, 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.

6

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

Trademark Application Number(s)

Registration Number(s)

1,919,047

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.

Carole R. Klein

Name of Person Signing

Carole R Klein

Signature

12/15/99

Date Signed

ASSIGNMENT

This Assignment is made as of July 23 1999, by and between BRUCE MOLLOY, an individual residing at 15 Brook Hollow Drive, Gladstone, New Jersey 07934 ("Assignor"), and MOLLOY GROUP, INC., a corporation duly organized and existing under the laws of the State of New Jersey, ("Assignee").

WHEREAS, Assignor is the sole owner of the issued patent listed in Exhibit A ("Patent") attached hereto, the Trademarks set forth in Exhibit B (and the goodwill associated therewith), and the Technology (as such term is defined in Section 5) (collectively, the "Intellectual Property"); and

WHEREAS, Assignor owns a substantial portion of the capital stock of Assignee; and

WHEREAS, Assignor presently licenses the Intellectual Property to Assignee pursuant to an Exclusive License Agreement dated as of September 24, 1996 ("License Agreement"); and

WHEREAS, Assignee is merging with a third party, contemporaneously herewith, which merger shall be of benefit to Assignor; and

WHEREAS, it is a condition to the third party closing such transaction that the Assignee owns all right, title and interest to the Intellectual Property; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive, the entire right, title and interest in and to the Intellectual Property.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer to Assignee, its lawful successors and assigns, the entire right, title and interest in and to, subject to the rights previously granted by the Assignee, (i) the United States patent described in the attached Exhibit A (hereby incorporated by reference as if fully set forth herein), together with the inventions described therein, and any extensions, reissues, substitutes, divisions, renewals, continuations, and continuations-in-part thereof, the same to be held by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term of such patents, and (ii) the Trademarks (and goodwill associated therewith), and the Technology, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made; together with the right to apply for foreign patents or other forms of protection, and all claims for damages by reason of past infringement or misappropriation of any Intellectual Property and the right to sue for, and collect the same for, its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue any and all patents on such inventions or resulting from such applications, or any divisions thereof, to Assignee as assignee thereof.

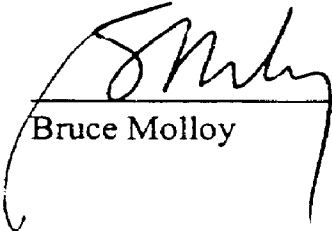
3. Assignor hereby covenants that he has full right to convey the entire interest herein assigned, that he has not executed any agreements in contravention of this Assignment or which grants any other party with any rights in any of the Intellectual Property, except pursuant to the License Agreement, and that he will execute all documents, and take all actions, that may be necessary to confirm this Assignment.

4. The parties hereby agree that the License Agreement shall be terminated as of the date first written above.

5. "Technology" shall mean all designs, drawings, technical information and materials, know-how, knowledge and other intellectual property, data, specifications, test results, laboratory notebooks, marketing material and other information (i) relating to the Patent or to any software, composition, process or method the use of which, if not licensed, would infringe in the country in which the process or product is made, used or sold upon rights in or to the Patent, including, without limitation, the software products known and/or marketed as set forth in Exhibit C hereto, in object and source code form, and in all versions and releases thereof, developed, licensed or otherwise marketed by Assignor, and (ii) developed or acquired by the Assignor on or before the date of this Agreement, and (iii) owned or controlled by Assignor on the date of this Agreement. Technology also includes all copyrights and registrations thereof, if any, in any copyrightable materials relating to Technology which are created by Assignor and owned or controlled by Assignor.

6. The Assignment granted herein shall be contingent upon the contemporaneous execution of a new license agreement whereby Assignee shall grant a limited license to Assignor for the use, sale, practice, commercialization and exploitation of the Patent.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first set forth above.


Bruce Molloy

Commonwealth
State of Pennsylvania)
County of Allegheny)

SS

On this 23rd day of July, 1999, before me personally appeared Bruce Molloy, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that he is Bruce Molloy, the individual described in, and who executed the foregoing instrument, and that he executed such instrument for the purpose expressed.

Laurel Flaherty
Notary Public

My Commission Expires: Aug. 23, 1999

Notarial Seal
Laurel Flaherty, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 23, 1999
Member, Pennsylvania Association of Notaries

EXHIBIT A

Patent No./Patent Application No.

Country

Issue Date/Filing Date

5,787,234

United States

July 28, 1998

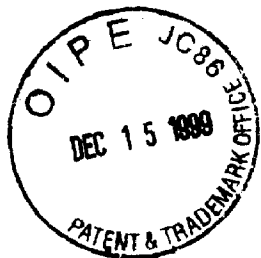


EXHIBIT B

Trademark

Trademark Number

1. COGNITIVE PROCESSOR

1,919,047

2. TOP OF MIND

1,671,620

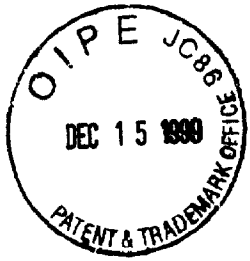


EXHIBIT C

Top of Mind
Knowledge Bridge
Knowledge Kiosk



1-PI/44852.3

RECORDED: 12/15/1999

**TRADEMARK
REEL: 002006 FRAME: 0981**