

03/29/00



04-27-2000

U.S. Department of Commerce
Patent and Trademark Office

03-31-2000

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HEET

U.S. Patent & TMO/TM Mail Rpt Dt. #11

101335836

ED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

ProFusion.com, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? yes no

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

Name: IntelliSeek, Inc.

Internal Address: _____

Street Address: One Crowne Point Court, Suite 470

City: Cincinnati State: OH Zip: 45241

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Georgia
- Other _____

3. Nature of conveyance:

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

Execution Date: 23 March 2000

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from Assignment)

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

4. Application number(s) or registration numbers(s):

- A. Trademark Application No.(s):
- 75/780216 75/780213
 - 75/630037 75/725296
 - 75/747146 75/705353
 - 75/650796 75/647684
 - 75/675387 75/669997
 - 75/626111

B. Trademark Registration No.(s):
2,227,087

Additional numbers attached? yes no

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

Name: Patricia B. Hogan

Internal Address: Keating, Muething & Klekamp, P.L.L.

Street Address: 1400 Provident Tower, One E. 4th Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/26/2000 INHUYEN 00000216 05780215

01 PD 481
02 PD 482
40.00 DP
175.00 DR

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.

Patricia B. Hogan
Name of Person Signing

Patricia B. Hogan
Signature

3/29/2000
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 23rd day of March, 2000 ("Effective Date") from ProFusion.com, Inc., a Delaware corporation located at 709 West Huron, Suite 250, Ann Arbor, Michigan 48103 ("Assignor") to IntelliSeek, Inc., a Georgia corporation located at One Crowne Point Court, Suite 470, Cincinnati, Ohio 45241 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation (i) the United States trademarks listed on Schedule A annexed hereto; (ii) the trademarks in which Assignor owns common law rights, and (iii) the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

SCHEDULE A

<u>Mark</u>	<u>Serial/Registration No.</u>
PROFUSION	2,227,087
INTELLIGENT SEARCH FOR INTELLIGENT PEOPLE	75/780216
THE BEST RESULTS FROM THE BEST SOURCES	75/780213
JUST FIND IT	75/630037
"YOU KNOW WHAT YOU WANT, JUST FIND IT"	75/725296
YOU KNOW YOU WANT IT, JUST FIND IT!	75/747146
INTELLIGENT SEARCH	75/705353
PROFUSION SITESEARCH	75/650796
REVERA	75/647684
PERSONAL ASSISTANT	75/675387
IREPLY	75/669997
QUALITY NOT QUANTITY	75/626111