

07-17-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Clinforce, Inc.

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

- Individual
- General Partnership
- Corporation-State Delaware
- Association
- Limited Partnership
- Other --

Name: Clinforce, Inc. - Nevada
 Internal Address:
 Street Address: 501 South Rancho Drive, Suite G-46
 City: Las Vegas State: NV Zip: 89106 Country: USA

Additional name(s) of conveying party(ies) attached?

- Yes
- No

- Individual(s) Citizenship: U.S.A.
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State Nevada
- Other:

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

Execution Date: July 31, 1998

(Designations must be a separate document from Assignment)

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

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

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)

2,055,308 for the mark CLINFORCE registered April 22, 1997
 2,202,588 for the mark CLINCHECK registered November 10, 1998
 2,055,309 for the mark MISCELLANEOUS DESIGN registered April 22, 1997

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 3

Name: Elisabeth A. Evert
 Internal Address: Sidley & Austin
 Street Address: 717 North Harwood St., Suite 3400
 City: Dallas State: TX ZIP: 75201

7. Total fee (37 CFR 3.41).....\$120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 18-1260
 (Attach duplicate copy of this page if paying by deposit account)

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.

Elisabeth A. Evert
Name of Person Signing

Signature

June 7, 2000

Date

Total number of pages comprising cover sheet 5

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

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 Washington, D.C. 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 (0651-0011), Washington, D.C. 20503.

07/14/2000 DMGUYEN 00000168 181260 2055308

01 FC:481 40.00 CH
 02 FC:482 50.00 CH

ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective July 31, 1998, is by and between CLINFORCE, INC. ("Assignor"); a Delaware corporation, having its principal corporate business address at 60 Washington Street, Morristown, New Jersey 07960, and CLINFORCE, INC. - NEVADA ("Assignee"), a Nevada corporation, having its principal corporate business address at 501 South Rancho Drive, Suite G-46, Las Vegas, Nevada 89106.

WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. trademarks, service marks and trade names as set forth in Appendix A hereto, as used on or in connection with Assignor's services, including but not limited to the recited trademark applications and registrations, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

WHEREAS, Assignee desires to acquire all right, title and interest in and to said U.S. trademarks, service marks and trade names as set forth in Exhibit A, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the U.S. trademarks, service marks and trade names set forth in Appendix A, together with the goodwill of the business symbolized by said trademarks service marks and trade names, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

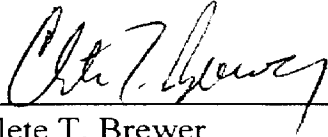
In order to give full force and effect to the assignment granted herein, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the U.S. trademarks, service marks and/or trade names.

Signed at Fayetteville, Arkansas on this 31st day of July, 1998.

CLINFORCE, INC.

Assignor

By:



Clete T. Brewer
Chief Executive Officer

AGREED AND ACCEPTED:

Signed at Fayetteville, Arkansas on this 31st day of July, 1998.

CLINFORCE, INC. - NEVADA

Assignee

By:



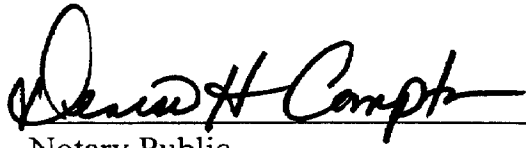
Alex Stallings
Vice President and Controller

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

ss:

BEFORE ME, the undersigned authority, on this day personally appeared Clete T. Brewer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of said corporation.

Given under my hand and seal of Office this 31st day of July, 1998.



Notary Public

My Commission Expires:

DENISE H. COMPTON
Notary Public
Benton County, Arkansas
My Commission Expires June 1, 2006

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

ss:

BEFORE ME, the undersigned authority, on this day personally appeared Alex Stallings, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of such corporation.

Given under my hand and seal of Office this 31st day of July, 1998.



Notary Public

My Commission Expires:

DENISE H. COMPTON
Notary Public
Benton County, Arkansas
My Commission Expires June 1, 2008

APPENDIX A

MARK OR TRADE NAME

CLINCHEK, U.S. S.M. Appl. No. 75/268,222, filed 04/02/97

MISCELLANEOUS DESIGN ONLY (Silhouette figure), U.S. S.M. Reg. No. 2,055,309, issued 04/22/97

CLINFORCE (Stylized), U.S. S.M. Reg. No. 2,055,308, issued 04/22/97

CLINFORCE, INC. (and Design), U.S. S.M. Reg. No. 1,843,856, issued 07/05/94

::ODMA\PCDOCS\DALLAS\25213\ July 30, 1998