

RE:

07-17-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101404325

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

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

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

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

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

Execution Date: July 31, 1998

2. Name and Address of receiving party(ies):
 Name: Intellimark, Inc. - Nevada
 Internal Address:
 Street Address: 501 South Rancho Drive, Suite G-46
 City: Las Vegas State: NV Zip: 89106 Country: USA

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

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.

(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)
 1,641,628 for the mark TECHNOLOGY SOURCE registered April 16, 1991

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Elisabeth A. Evert
 Internal Address: Sidley & Austin
 Street Address: 717 North Harwood St., Suite 3400
 City: Dallas State: TX ZIP: 75201

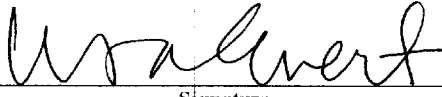
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$40.00
 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  June 7, 2000
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 5

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

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

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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 DMBUYEN 00000163 181260 1641628
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ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective July 31, 1998, is by and between INTELLIMARK, INC. ("Assignor"), a Delaware corporation, having its principal corporate business address at 500 Grapevine Highway, Suite 224, Hurst, Texas 76054, and INTELLIMARK, 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.

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.

Denise H. Compton
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

"I" (and circle logo design)

THE TECHNOLOGY SOURCE

TECHNOLOGY SOURCE

LINDENBERG & ASSOCIATES, INC.

THE KLEVEN GROUP, INC.

KLEVIN STAFFING SOLUTIONS

KLEVEN TECHNICAL SERVICES, INC.

H. ALLEN & COMPANY, INC.

TRIBASE SYSTEMS, INC.

DPSC TECHNOLOGY CONSULTANTS, INC.

DPSC/INTELLIMARK

INDEPENDENT SOFTWARE SERVICES, INC.

KNOWLEDGESOFT SERVICES

\\ODMA\PCDOCS\DALLAS\25212\1 July 30, 1998