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To the Honorable Commissioner of Paten

101459640

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomas E. Rodgers, Jr.

- Individual(s)
- General Partnership
- Corporation-State
- Other MRD 1.28.00
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: December 16, 1999

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

Name: Amigas Venture Group, Inc.

Internal Address: _____

Street Address: 6401 SW 87th Avenue, Suite 212

City: Miami State: FL ZIP: 33173

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/378,563

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Heidi Howard Tandy, Ruden McClosky et al

Internal Address: _____

Street Address: 200 E. Broward Blvd

City: Fort Lauderdale State: FL ZIP: 33301

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-2262

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.

Heidi Howard Tandy

Name of Person Signing

Signature

January 28, 2000

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK ASSIGNMENT

This agreement (hereinafter, "Agreement") made this 16th day of December, 1999, by and between Thomas E. Rodgers, Jr., an individual residing at 600 NE 36 Street, PH #9, Miami, FL 33137, (hereinafter "ASSIGNOR") and Amigas Venture Group, Inc. a Florida corporation with its principal place of business at 6401 SW 87th Avenue, Suite 212, Miami, Florida 33173 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR owns the trademarks VOSS, Virtual Office Service Solutions, and VOSS VIRTUAL OFFICE SERVICE SOLUTIONS & Design, and a trademark application to register the mark VOSS VIRTUAL OFFICE SERVICE SOLUTIONS & Design with the United States Patent and Trademark office, (hereinafter, the "Marks"); and

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR'S entire right, title and interest in, to and under the Marks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers and conveys unto ASSIGNEE, its successors and assigns, ASSIGNOR'S entire right, title and interest in and to the Marks, including all common law rights in, to and under the Marks, the United States Patent and Trademark Office application for the Marks, all files relating to any application to register the Marks with the United States Patent and Trademark Office, and all other rights in, to and under the Marks, together with the goodwill of the business symbolized by the Marks; any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to use and promotion of the Marks and/or the goodwill under the Marks; and all claims or causes

of action that ASSIGNOR has or may have in connection with the Marks, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of the Marks.

AND, FURTHER, ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned and that ASSIGNOR has not executed, and will not execute, any agreements inconsistent herewith.

AND, FURTHER, ASSIGNOR hereby covenants to do such further acts and things and to execute such other documents as ASSIGNEE may from time to time reasonably request to carry out the purposes and intentions of this assignment including any required filings with governmental authorities.

AND FURTHER, ASSIGNOR and ASSIGNEE stipulate and agree that this Agreement shall be governed and construed according to the laws of the state of Florida and the United States of America, and venue shall be vested in the Broward County court system.

AND FURTHER, this Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one Agreement, notwithstanding that all signatories are not signatories to the original or to the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this

16th day of December, 1999.

Thomas E. Rodgers, Jr.,

By: Thomas E. Rodgers

Date: _____

Amigas Venture Group, INC.

By: [Signature]

Title: Pres. & CEO

Date: _____