

09-18-2000



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8.24.00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner For 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 Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

75848315

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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. (Designation must be a separate document attached. from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner For Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002137 FRAME: 0639

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

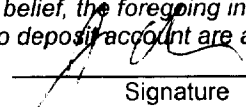
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

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.

Jason A. Duva
Name of Person Signing


Signature

8/23/00
Date Signed

SERVICES AND LICENSE AGREEMENT

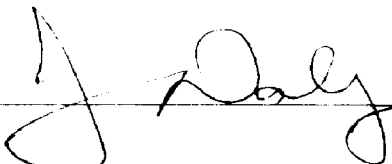
AGREEMENT dated as of August 7, 2000 between PCi Services, Inc. – DE, a Delaware Corporation with its address at 30 Winter Street, Boston, MA 02108 (“PCiS DE”), PCi Services, Inc., a Massachusetts Corporation, with its address at 30 Winter Street, Boston, MA 02108 (together with PCiS DE, “PCiS”) and PCi Commercial, Inc., a Delaware Corporation, with its address at 30 Winter Street, Boston, MA 02108 (“PCiC”).

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

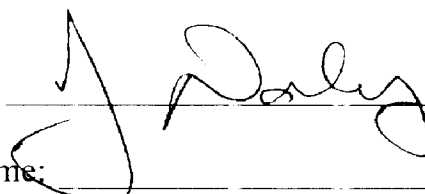
(e) Assignment of Trademarks. PCiS hereby sells, assigns, transfers and sets over to PCiC, its successors, legal representatives and assigns, the entire right, title, and interest of PCiS in and to the MEDICI and LOANWRIGHT trademarks and the trademark applications set forth on Exhibit A hereto, together with the goodwill associated with said trademarks, and all claims, if any, which may have arisen thereunder prior to the effective date of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed, or have caused this Agreement to be duly executed by their respective authorized officers, as of the day and year first above written.

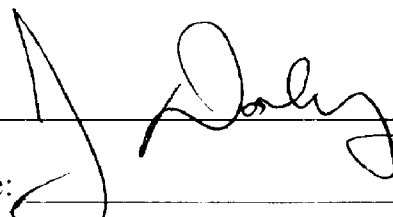
PCi SERVICES, INC. – DE,
a Delaware corporation

By: 
Name: _____
Title: President

PCi SERVICES, INC.,
a Massachusetts corporation

By: 
Name: _____
Title: President

PCi COMMERCIAL, INC.

By: 
Name: _____
Title: Chief Executive Officer

ASSIGNED TRADEMARK APPLICATIONS

<u>Mark</u>	<u>International Class(es)</u>	<u>Serial No.</u>
MEDICI	9, 35	75/642,074
MEDICI AND DESIGN	35	75,629,504
LOANWRIGHT	9	75/848,315