

11-07-2000

EET

Docket No.:



LY

232395/007&008

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To the Honorable Commissioner of F

101506611

ie attached original documents or copy thereof.

1. Name of conveying party(ies):

Greer Consulting Services, Inc.

10-2-00

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

- Association
- Limited Partnership

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

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

Name: GORP.COM, INC.

Internal Address: \_\_\_\_\_

Street Address: 22 West 19th Street, 8th Floor

City: New York State: NY ZIP: 10011

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State New York

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

3. Nature of conveyance:

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

Execution Date: September 19, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,121,296  
2,123,268

Additional numbers  Yes  No

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

Name: Heather L. Danzig

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

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

2

7. Total fee (37 CFR 3.41):.....\$ 665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

1706/2000 DBIRNE 00000074 194709 E1E1E58

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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.

Heather L. Danzig

Name of Person Signing

Signature

9/25/00

Date

5

Total number of pages including cover sheet, attachments, and

## ASSIGNMENT OF TRADEMARKS

WHEREAS, GREER CONSULTING SERVICES, INC., a New York corporation, located at 234 Berkeley Place, Suite 200, Brooklyn, New York 11217, (hereinafter referred to as "ASSIGNOR"), is the owner of the trademarks as set forth in the SCHEDULE OF TRADEMARKS annexed hereto and made a part hereof, (hereinafter collectively referred to as the "TRADEMARKS"); and

WHEREAS GORP.COM, INC., a Delaware corporation, located at 22 West 19<sup>th</sup> Street, 8<sup>th</sup> Floor, New York, New York 10011, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS;

NOW THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR hereby transfers and assigns to ASSIGNEE the entire right, title and interest of ASSIGNOR in and to the TRADEMARKS together with the goodwill of the business associated with the TRADEMARKS and the United States registrations therefor;

ASSIGNOR acknowledges that upon execution of this Assignment, ASSIGNEE shall be the exclusive owner of all TRADEMARKS set forth in the SCHEDULE OF TRADEMARKS, and all goodwill associated therewith; and

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARKS and title thereto as the property of the ASSIGNEE, its successors,

legal representatives and assigns in accordance with the terms of this instrument; and

ASSIGNOR does also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARKS, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives;

ASSIGNOR further agrees to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARKS herein assigned;

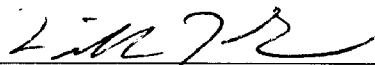
ASSIGNOR also agrees to cooperate with ASSIGNEE in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the TRADEMARKS; and

ASSIGNOR also represents and warrants that it has the unqualified right and power to enter into this Agreement and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, of the TRADEMARKS; that the TRADEMARKS are valid, enforceable, subsisting and in good standing; that no claim has been made that the use of any of the TRADEMARKS does or may violate the rights of any third person; that the TRADEMARKS have not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction; nor has any holding, decision or judgment been rendered by any Governmental Authority which would limit, cancel or question the validity, registrability or enforceability of any of the TRADEMARKS; that no action or proceeding is pending seeking to limit, cancel or question the validity of any of the TRADEMARKS; and ASSIGNOR has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the TRADEMARKS.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument on this 19<sup>th</sup>

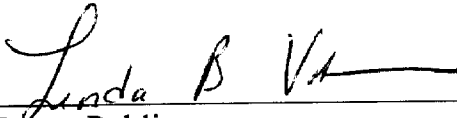
day of September, 2000.

GREER CONSULTING SERVICES, INC.

  
Name: William Criss  
Title: MANAGING Director

STATE OF New York )  
COUNTY OF New York ) ss.:

On the 19<sup>th</sup> day of September, 2000, before me personally came William Criss, to me known, who being by me duly sworn, did depose and say that he holds the office of MANAGING Director of Greer Consulting Services, Inc., the assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said corporation.

  
Notary Public

LINDA B. VOLPANO, Notary Public  
State of New York No. 02VO6013649  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires Sept. 21, 2002

SCHEDULE OF TRADEMARKS

<u>Registration No.</u>	<u>Mark</u>
2,121,296	GORP GREAT OUTDOOR RECREATION PAGES & Design
2,123,268	GORP