

01-09-2001



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12/2/00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and 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
1/1/97

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 from Assignment.)

01/08/2001 6TGN11 00000233 2105428

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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

TRADEMARK
REEL: 002209 FRAME: 0027

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.

Dino J. Radosta

Name of Person Signing

Dino J. Radosta

Signature

12/13/00

Date Signed

ASSIGNMENT, ASSUMPTION AND TRANSFER INSTRUMENT

This Assignment, Assumption and Transfer Instrument, dated effective as of January 1, 1997, is delivered from Financial Dynamics, Inc., a Virginia corporation (the "Corporation"), to Ad Systems LLC, a Virginia limited liability company (the "Ad Systems").


KNOW ALL BY THESE PRESENTS, that for a ninety nine percent (99%) membership interest in Ad Systems and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, (1) the Corporation hereby transfers, conveys, assigns, and delivers to Ad Systems all right, title and interest in and to the properties, business, and assets of the Corporation's Ad Systems division as such assets are set forth on Exhibit A hereto (the "Transferred Assets") including, without limitation, all proprietary information, trade secrets, copyrights, trademarks, service marks, trade names and other intellectual property rights associated with said Transferred Assets (the "Associated Rights"), and (2) Ad Systems hereby accepts the Transferred Assets and Associated Rights and agrees to assume and pay, discharge and perform, insofar as they relate to the time period beginning on the date hereof, all obligations and liabilities of the Corporation in connection with or related to the Transferred Assets and Associated Rights; provided, however, that the foregoing notwithstanding, the Corporation shall retain a limited ownership interest in the AMPS for Windows software (the "Software") referenced on Exhibit A hereto for a period of two months after the effective date hereof solely for the purpose of entering into (a) a Licensing Agreement and Software Support Agreement for the Software with Kerker & Associates, Inc. and (b) a Master Source Code Escrow Agreement for the Software with Fort Knox Escrow Services, Inc.; provided, further, that, if the Corporation is successful in entering into said Licensing Agreement, Software Support Agreement and Master Source Code Escrow Agreement (collectively, the "Software Agreements"), the Corporation shall state in the Software Agreements that it is doing business as ("d/b/a") Ad Systems and shall as soon as practicable thereafter assign the Software Agreements to Ad Systems.


The Corporation represents, warrants, and covenants to Ad Systems, its legal representatives, successors and assigns, that the Corporation is the lawful owner of the Transferred Assets and Associated Rights and holds the right and authority to make the herein described transfer free and clear of all claims, liabilities, obligations, liens, and encumbrances other than those set forth in the documents evidencing the Transferred Assets.

The Corporation further agrees to execute such additional documents from time to time at the request of Ad Systems as may be reasonably necessary to accomplish the transfer made herein.

FINANCIAL DYNAMICS, INC.

By: 
Steven C. DelBianco, President


By: 
Michael E. Horwith,
Vice President

By: 
René Adam, Vice President

AD SYSTEMS LLC

By: Financial Dynamics, Inc., Member

By: 
Steven C. DelBianco, President

By: 
Michael E. Horwith,
Vice President

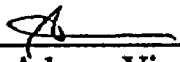
By: 
René Adam, Vice President

EXHIBIT A

TRANSFERRED ASSETS

1. Software

AMPS for Windows -- The computer software program, applications and package commonly referred to as "AMPS for Windows" or the "Agency Media and Production System for Windows", including, without limitation, all operational modules related thereto (the "AMPS Software") and any and all rights in and to any updates, upgrades or other modifications to, and any interfaces created in connection with, the AMPS Software.

2. Software Licenses and Related Agreements

a. The Licensing Agreement between the Corporation and Kelly Michener dated November 14, 1996, for the AMPS Software and the related Software Support Agreement, if any.

b. The Licensing Agreement between the Corporation and Mary Kay, Inc. dated November 18, 1996, for the AMPS Software and the related Software Support Agreement, if any.

c. The Licensing Agreement between the Corporation and TechData Corporation dated October 25, 1996, for the AMPS Software and the related Software Support Agreement, if any.

d. The Licensing Agreement between the Corporation and Price McNabb dated June 30, 1996, for the AMPS Software and the related Software Support Agreement, if any.

e. The Licensing Agreement between the Corporation and Carter Waxman dated July 28, 1996, for the AMPS Software and the related Software Support Agreement, if any.

f. The End User Licensing Agreement between the Corporation and Rives Calberg dated February 22, 1996, for the AMPS Software and the related Software Support Agreement, if any.

3. Other Agreements and Contracts Not Referenced Above.

See schedule attached.

4. Tangible Personal Property.

See schedule attached.

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