

MRD 11/01

01-10-2001

ET



To the Honorable Commissioner of Patents and

101579498

ments or copy thereof.

1. Name of conveying party(ies):

Edward P. Grace, III

- Individual Association
- General Partnership Limited Partnership (Minnesota)
- Corporation - State: _____
- Other: Individual

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

3. Nature of conveyance:

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

Execution Date: December 22, 2000

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

Name: I-Hatch Ventures, L.P.

Internal Address:

Street Address: 599 Broadway

City: New York State: NY Zip: 10166

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State:

Other: Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/714,529

Additional numbers attached? Yes No

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N.W. Suite 800 East

City: Washington, DC State: _____ Zip: 20005

6. Total number of applications and registration involved:

..... [1]

7. Total Fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

#18-1945

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.

Catherine R. Howell
Name of Person Signing

Catherine R. Howell
Signature

1/9/2000
Date

Total number of pages including cover sheet, attachments and document: [7]

Wash;7102410;1

cc: Edward P. Grace, III
Kenneth G. Alberstadt
Colleen H. McDuffie

ASSIGNMENT OF DOMAIN NAMES AND SERVICE MARKS

Agreement made as of this 22nd day of December, 2000, by and between iHatch.com, LLC, a Florida limited liability company, having a principal place of business at Suntrust Center, Suite 850, 200 South Orange Avenue, Orlando, Florida 32801, Edward P. Grace, III, an individual with a business address at Suntrust Center, Suite 850, 200 South Orange Avenue, Orlando, Florida 32801, and Phelps Grace International, Inc., a Florida corporation with an address at P.O. Box 2387, Windermere, Florida 34786 (collectively the "Assignors") and I-Hatch Ventures, L.P. a Delaware limited liability corporation, having a principal place of business at 599 Broadway, 11th Floor, New York, New York 10166 (the "Assignee").

RECITALS:

WHEREAS, Assignors agree to assign and Assignee desires to obtain any and all of Assignors' right, title and interest in, to and under the service marks IHATCH and IHATCH.COM (the "Marks").

WHEREAS, Assignors agree to assign and Assignee desires to obtain any and all of Assignors' right, title and interest in, to and under the domain name registrations www.ihatch.com, www.ihatch.net, www.ihatch.org, www.i-hatch.net, and www.i-hatch.org (the "Domain Names").

NOW, THEREFORE, Assignors hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, any and all of their rights, title and interest in, to and under the Marks, including United States trademark applications serial numbers 76/007,625 for the mark "IHATCH.COM" for use in connection with business consultation for companies that provide goods and/or services on a global computer network, namely, assistance with recruiting, team building, marketing and advertising, developing business relationships, internet strategy, internet marketing, technological innovation, operations management and providing incubator facilities, and financing services; namely financing, angel and venture capital and financial consultation services for companies that provide goods and/or services on a global computer network and 75/714,529 for the mark "IHATCH" for use in connection with business consultation for companies that provides goods and/or services on a global computer network, namely, business consultation for the following - employment recruiting, team building, marketing and advertising, developing business relationships, strategy for businesses on global computer networks, marketing on global computer networks, technological innovations, operations management and providing incubator facilities, and financial services, namely, providing angel and venture capital funding, providing continuing financial loan funding, and financial consultation services, all for companies that provide goods and/or services on a global computer network, together with the right to sue and receive damages for future infringements thereof and to stand in the place of Assignors in all matters related thereto. Assignors represent, jointly and severally, that to their best knowledge, there is no claim by any third party to any right, title or interest in the Marks and the Marks are not currently being used in commerce by any party other than Assignors or Assignee.

FURTHER, Assignors (i) agree to take all necessary steps and make all necessary arrangements for a transfer of registered ownership and all other property rights in the Domain Names from Assignors to Assignee, (ii) hereby sell, assign, transfer, set over and convey the Domain Names to Assignee and (iii) agree to inform Assignee of all other relevant information regarding the Domain Names, including the name server locations. In furtherance and not in limitation of the foregoing, Assignors agree to execute and deliver the Network Solutions Registrant Name Change Agreement attached hereto as Exhibit A. Assignors shall deliver to Assignee as promptly as practicable copies of all correspondence to and from the United States Patent and Trademark Office relating to the Marks, as well as all information, and copies of all documents, hereafter received by Assignors, or any of them, regarding (i) registration of the Marks or the Domain Names, including without limitation any notifications from the Patent and Trademark Office, Network Solutions, Inc. or other parties relating to the registration or assignment of the Marks or the Domain Names or (ii) any claim by a third party of any right, title or interest in or to the Marks or the Domain Names, or any of them.

FURTHER, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary to consummate and make effective as promptly as practicable the transactions contemplated by the Agreement and in accordance with the terms hereof, including (i) the use of reasonable best efforts to remove any legal, administrative or other impediment to the consummation of the assignments provided for herein and (ii) the execution and delivery of all such documents or instruments of transfer and conveyance reasonably necessary to consummate and make effective such assignments in accordance with the terms hereof. Assignors agree to assist Assignee from time to time, at Assignee's expense and in any reasonable manner and upon reasonable written notice, to enforce for Assignee's benefit Assignee's right in and to the Marks and the Domain Names. In the event that Assignee is unable for any reason whatsoever to secure Assignors' signatures on any lawful and necessary document required to enforce Assignee's rights in and to the Marks or the Domain Names, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' attorneys-in-fact to act for and on their behalf and instead of Assignors, or any of them, to execute and file any such documents and to do all other lawfully permitted acts to further the enforcement of the right to the Marks and the Domain Names in the name of Assignee.

ASSIGNEE ACKNOWLEDGES that, except as explicitly set forth above, Assignors make no representation or warranty regarding the validity, enforceability, or registrability of the Marks or the applications for federal registration thereof. Assignors hereby represent and warrant that the Domain Names are valid registered domain names and Assignors knows of no current or threatened litigation with respect to the Domain Names. Assignors' obligations under this Agreement do not conflict with any obligations owed to any third parties or any other agreement which any Assignor is a party to. Assignors have full power and authority to make and enter into this Agreement and to fulfill their obligations hereunder. Assignors agree to defend, indemnify, and hold harmless Assignee and its affiliates, and their officers, directors, sublicensees, employees and agents, from and against any claims, actions or demands, including amended service mark and domain name transfer agreement

without limitation reasonable legal and accounting fees, resulting from the breach or alleged breach of the covenants contained in the preceding paragraph or the representations and warranties contained in this paragraph and the third preceding paragraph.

THIS AGREEMENT may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Domain Names and Service Marks to be executed as of the day and year first above written.

ASSIGNORS:

iHatch.com, LLC

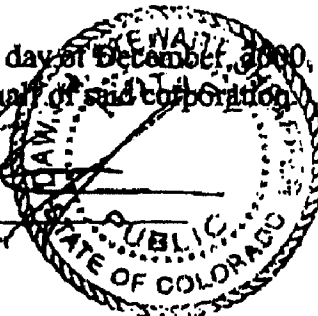
By: *E. P. Grace, III*

Name: Edward P. Grace, III
Title: Managing Director

THE STATE OF COLORADO
COUNTY OF Esque

This instrument was acknowledged before me on this the 22 day of December, 2000, by Edward P. Grace, III, Managing Director of iHatch.com, LLC, on behalf of said corporation.

[Signature]
Notary Public in and for
the State of Colorado



Dawn M. Stewart-Sheaffer
Printed or Typed Name of Notary

My Commission Expires My Commission Expires 05/05/2003

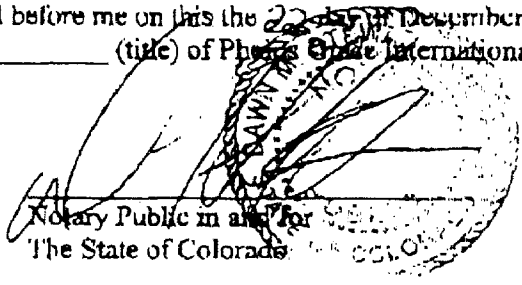
amended service mark and domain name transfer agreement.)

Phelps Grace International, Inc.

By: [Signature]
Name: Edward P. Grace, III
Title: President

THE STATE OF COLORADO
COUNTY OF Eagle

This instrument was acknowledged before me on this the 22 day of December, 2000, by Edward P. Grace, III, _____ (title) of Phelps Grace International, Inc., on behalf of said corporation.



Dawn M. Stewart-Shealter
Printed or Typed Name of Notary

My Commission Expires 05/05/2003

amended service mark and domain name transfer agreement

Edward P. Grace, III

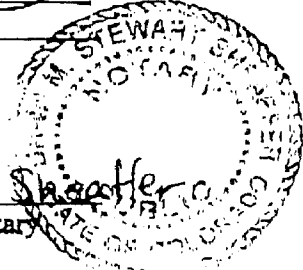
By: *E. P. Grace III*

Name: Edward P. Grace, III

THE STATE OF COLORADO
COUNTY OF Eagle

This instrument was acknowledged before me on this, the 22 day of December, 2000, by Edward P. Grace, III.

[Signature]
Notary Public in and for
The State of Colorado



Dawn M. Stewart
Printed or Typed Name of Notary

My Commission Expires ~~My~~ Commission Expires 05/15/2003

amended service mark and domain name transfer agreement.

ASSIGNEE:

I-Hatch Ventures, L.P.

By: [Signature]

Name: Andrew Sutton

Title: Chief Financial Officer
of I-Hatch Ventures, LLC its General Partner

THE STATE OF NEW YORK
COUNTY OF New York

This instrument was acknowledged before me on this the 22nd day of December, 2000, by Andrew Sutton, the Chief Financial Officer (title) of I-Hatch Ventures, L.P., a Delaware limited partnership, on behalf of said partnership.

[Signature]
Notary Public in and for
The State of New York

ANGEL O. ALCANTARA
Notary Public, State of New York
No. 01AL6029359
Qualified in New York County
Commission Expires August 16, 2001

ANGEL O. ALCANTARA T
Printed or Typed Name of Notary

My Commission Expires August 16, 2001

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