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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

12-19-20
U.S. Patent & TMO Form 1



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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Chapin, Stephen R., Jr.

Formerly

7229509

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization United States Citizen

Receiving Party

Mark if additional names of receiving parties attached

Name LifeMinders, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 13530 Dulles Technology Drive

Address (line 2)

Address (line 3) Herndon Virginia 20171
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

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TRADEMARK
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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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,229,509"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.) #

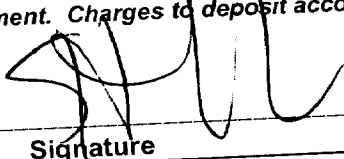
Deposit Account Number:

* See attached correspondence 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.

Stephen R. Chapin Jr
Name of Person Signing


Signature

12/15/00
Date Signed

ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT is made this 15th day of December 2000 by and between Stephen R. Chapin, Jr. (the "Assignor") and LifeMinders, Inc., a Delaware corporation (the "Assignee"). The Assignee and the Assignor are referred to collectively herein as the "Parties."

RECITALS

- A. The Assignor owns stock in the Assignee and has secured registration of a certain trademark.
- B. The Assignor wishes to assign and transfer to the Assignee, and the Assignee wishes to accept such assignment and transfer of, all of the Assignor's right, title and interest in, to and under a certain trademark for which the Assignor has secured a registration, and the goodwill appurtenant thereto, together with all reissues, divisions, continuations, continuations-in-part or extensions thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of such trademarks.

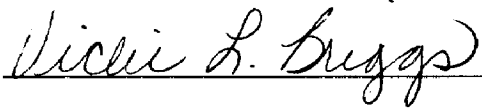
NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

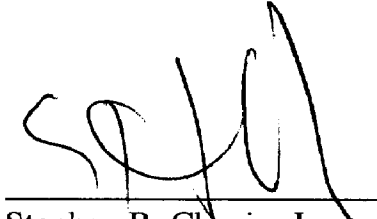
Assignment and Transfer. The Assignor hereby assigns and transfers to the Assignee, and the Assignee hereby accepts such assignment and transfer of, all of the Assignor's right, title and interest in, to and under the trademark for which the Assignor has secured the registration referred to in Exhibit A attached hereto and made a part hereof, (The "Trademark"), and the goodwill appurtenant thereto, and all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future infringement of the Trademark.

[The remainder of this page is left intentionally blank.]

The signature and seals of the Assignor are subscribed to this Agreement as of the day and year first written above.

WITNESS:

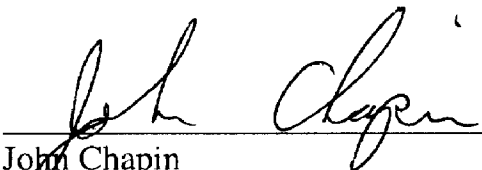




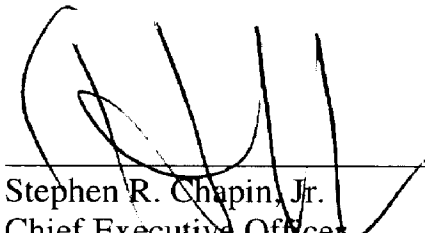
Stephen R. Chapin, Jr.

ATTEST:

LIFEMINDERS, INC.



John Chapin
Secretary



Stephen R. Chapin, Jr.
Chief Executive Officer

EXHIBIT A

TRADEMARK REGISTRATION

Filing Date

Registration No.

Description

3/11/97

2,229,509

GROWTHMINDER