

01-29-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101596184

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

1-16-01

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

Conveying Party

Mark if additional names of conveying parties attached

Name WebQuest, Inc.

Execution Date
Month Day Year
4/1/2000

Formerly _____

757 86866

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Search 123.com Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5701 Lindero Canyon Road

Address (line 2) Building 2, Suite 2-200

Address (line 3) Westlake Village CA 91632

- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
- 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.)

Citizenship/State of Incorporation/Organization California

01/29/2001 JYAL:AMP 00000236 75786866

FOR OFFICE USE ONLY

01 FD:441 40.00 DP
02 FD:460 25.00 DP

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 the 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 Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002221 FRAME: 0481

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" value="75786866"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2385430"/>	<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: #

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.

Courtney A. Dillaplain
Name of Person Signing

Courtney A. Dillaplain
Signature

Jan. 4, 2001
Date Signed

SALE, ASSIGNMENT AND TRANSFER

THIS SALE, ASSIGNMENT AND TRANSFER (the "Assignment") is entered into and effective as of the 1 of April, 2000, by and between WebQuest, Inc. ("Assignor"), a California corporation, with offices at 5701 Lindero Canyon Road, Building 2, Suite 2-2000, Westlake Village, California, 91632 and Search 123.com Inc. ("Assignee"), a California corporation domiciled in California with offices at 5701 Lindero Canyon Road, Building 2, Suite 2-200, Westlake Village, California, 91632, with reference to the following:

WHEREAS, Assignor has agreed to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the service mark, "Search 123" (the "Mark"), anywhere in the world, and all registrations and applications therefor, including, without limitation, United States Service Mark Application Serial No. 75/786866 filed August 27, 1999, and United States Service Mark Registration No. 2385430 registered on September 12, 2000.

NOW, THEREFORE, the parties agree as follows:

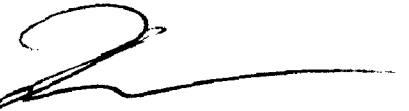
1. In consideration for the payment of \$10.00, due and payable by Assignee to Assignor upon execution hereof, Assignor does hereby irrevocably sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Mark, anywhere in the world, together with the good will of the business symbolized by the Mark, and all registrations and applications therefor, including (without limitation) United States Service Mark Application serial no. 75/786866 filed August 27, 1999, and United States Service Mark Registration no. 2385430 registered on September 12, 2000, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's own successors, assigns or other legal representatives, together with all income, royalties or payments due or payable as of the date hereof or hereafter, including, without limitation, all claims for damages by reason of unauthorized use of the Mark, with the right to sue and collect the same for Assignee's own use and enjoyment and for the use or enjoyment of its successors or other legal representatives.
2. In connection herewith, Assignor hereby covenants and agrees immediately to take all action necessary on the part of Assignor to vest in Assignee all right, title and interest in and to the Mark, including (without limitation) the recordation of this Assignment with the United States Patent and Trademark Office. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature on any instruments necessary to vest in Assignee all right, title, and interest in and to the Mark, as provided hereunder, Assignor hereby irrevocably designates and appoints Assignee as its duly authorized officers and agents as Assignee's agent and attorney-in-fact, to act for and on Assignor's behalf and stead to execute and file any such instruments and to do all other lawfully permitted acts to further vest such right, title and interest in and to the Mark in Assignee with the same legal force and effect as if executed by Assignor.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

4. Assignor warrants and represents that it has not previously assigned the Mark or licensed any interest therein.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

“ASSIGNOR”

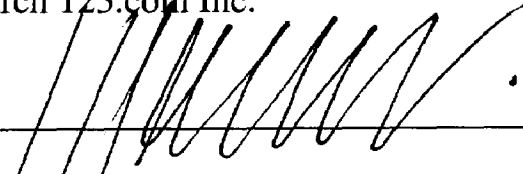
WebQuest, Inc.

By:  _____

Title: *CEO*

“ASSIGNEE”

Search 123.com Inc.

By:  _____

Title: *CEO*