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U.S. Department of Commerce
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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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name TOOL AND TECHNIQUES, INC.

Execution Date
Month Day Year
01 31 01

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name DATA JUNCTION CORP.

DBA/AKA/TA

Composed of

Address (line 1) 2201 NORTHLAND DRIVE

Address (line 2)

Address (line 3) AUSTIN TX 78756
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization TEXAS

02/14/2001 GTOM11 00000241 1551734

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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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: 002236 FRAME: 0001

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1551734"/>	<input type="text" value="2330473"/>	<input type="text" value="2041888"/>
<input type="text" value="2203778"/>	<input type="text" value="1600574"/>	<input type="text" value="1622247"/>
<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.

DARRELL BLANDFORD

Darrell Blandford

1-31-01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name GROSH, GREGORY AND BIRD, CHRISTOPHER MICHAEL PETER

01 31 01

Formerly FORMERLY DATA METER, INC

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization _____

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name DATA JUNCTION CORP

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2201 NORTHLAND DRIVE

Address (line 2) _____

Address (line 3) AUSTIN TX 78756
City State/Country Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization TEXAS

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)

<u>75204781</u>	<u>75204783</u>	

ASSIGNMENT AGREEMENT

22 THIS ASSIGNMENT AGREEMENT (this "Assignment") is executed effective as of the day of FEBRUARY, 2000 ("Effective Date"), by Gregory Grosh ("GROSH") and Christopher Michael Peter Bird ("BIRD") (collectively "ASSIGNORS"), to and in favor of Data Junction Corporation a Texas corporation ("ASSIGNEE").

RECITALS:

WHEREAS, GROSH and BIRD originally conceived that certain new and useful invention relating to a "System and Method for Facilitating the Valuation and Purchase of Information" (the "Invention"); and

WHEREAS, GROSH and BIRD filed U.S. Patent Application Serial No. 08/855,516, on or about May 13, 1997, relating to a "System and Method for Facilitating the Valuation and Purchase of Information" (the "Patent Application"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, GROSH and BIRD retained all right, title and interest in and to the Invention (as described in the Patent Application) in any form or embodiment thereof, and in and to the Patent Application, and in and to any applications filed in any foreign country based thereon, including the right to file said foreign applications and to claim priority under the provisions of International Convention, and to any and all patents or reissues or extensions thereof to be obtained in the U.S. or any foreign country on the Invention and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention, inventions, or improvements in the U.S. or any foreign country (collectively, the "Intellectual Property");

WHEREAS, GROSH is also the owner of the service marks, trademarks and tradenames set forth in **Exhibit B** attached hereto, and has filed for protection of same (collectively, the "Marks"), also as outlined in **Exhibit B**;

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNORS' entire right, title and interest in and to the Intellectual Property and the Marks.

AGREEMENT:

NOW, THEREFORE, for the mutual obligations outlined below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. ASSIGNORS do hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, ASSIGNORS' entire right, title and interest, free and clear of all liens, charges and encumbrances, in and to: (a) the Intellectual Property, including without limitation, the Patent Application and all patents which may be issued or granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; (b) all causes of action, either in law or in equity, for past, present or future infringement based on the Intellectual Property or any portions thereof, together with the right to sue for and collect the same; and (c) the right throughout the world to file registrations and/or applications and obtain copyrights, patents,

utility models, industrial models and designs for the Intellectual Property in ASSIGNEE's own name throughout the world, including, without limitation, all rights of priority, all rights to publish cautionary notices reserving ownership of the Intellectual Property and all rights to register the Invention in appropriate registries. In connection with the foregoing, ASSIGNORS do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all patents for or resulting from the Intellectual Property, insofar as ASSIGNORS' rights, titles and interests are concerned, to ASSIGNEE.

2. GROSH does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, GROSH's entire right, title and interest, free and clear of all liens, charges and encumbrances, in and to: (a) the Marks and the registrations and applications thereof, together with the goodwill of the business symbolized by said trademarks and registrations and applications for registration thereof. GROSH does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all registrations for or resulting from the Marks, insofar as GROSH's rights, titles and interests are concerned, to ASSIGNEE.

3. GROSH and BIRD each hereby agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect the rights, titles and interests assigned hereby in ASSIGNEE, its successors, assigns and legal representatives.

4. ASSIGNORS hereby agree to communicate to ASSIGNEE, and its successors, assigns and legal representatives, any facts known to ASSIGNORS respecting any improvements of or to the Intellectual Property; and, at the reasonable expense of ASSIGNEE, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths and generally do everything possible to vest title in ASSIGNEE and to aid ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property and the Marks in all countries.

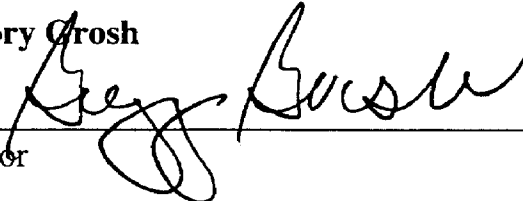
5. GROSH and BIRD each hereby represents and warrants to ASSIGNEE that: (i) he has the full right, power and authority to enter into this Agreement and grant the rights granted in this Agreement; (ii) neither GROSH nor BIRD has previously assigned, transferred, conveyed or otherwise encumbered the rights granted in this Agreement; (iii) to the best of his knowledge, the Intellectual Property and Marks are free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by ASSIGNORS not to sue third persons; (iv) he has not executed any agreement in conflict with this Assignment; and (v) to the best of his knowledge, the Intellectual Property and the Marks, and the use thereof, will not infringe upon the intellectual property rights of any third party.

6. In consideration of ASSIGNORS' assignment herein, ASSIGNEE agrees to pay: (a) a one time fee of Seventeen Thousand Dollars (US\$17,000.00) to GROSH within ~~five (5)~~ ^{thirty (30)} business days of the Effective Date of this Agreement; and (b) the costs associated with the continued prosecution of the Patent Application and the Marks. The parties hereto each acknowledges and agrees that the assignments made herein will be null and void if ASSIGNEE fails to make the payment of this Section 6(a).

thirty (30)
DB
G

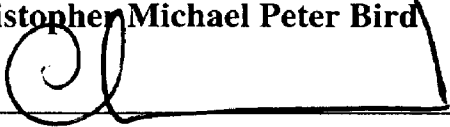
IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized officer effective as of this 22 day of February, 2000.

Gregory Grosh



Inventor

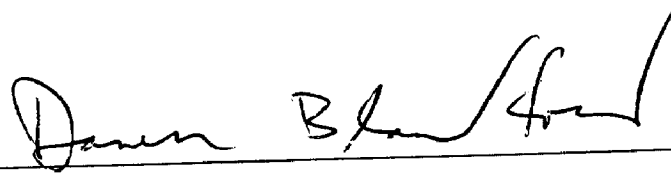
Christopher Michael Peter Bird



Inventor

DATA JUNCTION CORPORATION

By: Darrell Blandford



Title: Executive Vice President of Data Junction Corporation

STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared **GREGORY GROSH**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 22nd day of February

2000.

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(SEAL)

Ruth Ann Miller

Notary Public in and for The State of Texas



My Commission Expires

STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared **CHRISTOPHER MICHAEL PETER BIRD**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 22nd day of February 2000.

(SEAL)

Ruth Ann Miller

Notary Public in and for The State of Texas



My Commission Expires

EXHIBIT A
Copy of Patent Application

EXHIBIT B

Marks

1. **“DATA METER”** – subject of:
 - (a) U.S. Application Serial No. 75/204,781, filed Nov. 26, 1996 (allowed – just waiting on actual use to begin to file Statement of Use and gain registration); and
 - (b) CTM Application Serial No. 521,013, filed April 24, 1997 (allowed – issue fee to be paid by February 6, 2000 to gain registration).
2. **“DATA TAXI”** – subject of U.S. Application Serial No. 75/204, 783, filed Nov. 26, 1996 (allowed – just waiting on actual use to begin to file Statement of Use and gain registration).
3. **“INTELLECTUAL CAPITAL PARTNERS”** – subject of U.S. Application Serial No 75/445, 331, filed March 5, 1998 (abandoned).
4. **“DATA HIGHWAY”** – subject of U.S. Application Serial No. 75/21,349, filed Dec. 9, 1996 (abandoned).
5. **“FREE TIME”** – subject of U.S. Application Serial No. 75/204,782, filed Nov. 26, 1996 (suspended pending resolution of earlier-filed application by third party).



The State of Texas

SECRETARY OF STATE

**CERTIFICATE OF RESTATED ARTICLES
OF INCORPORATION
OF**

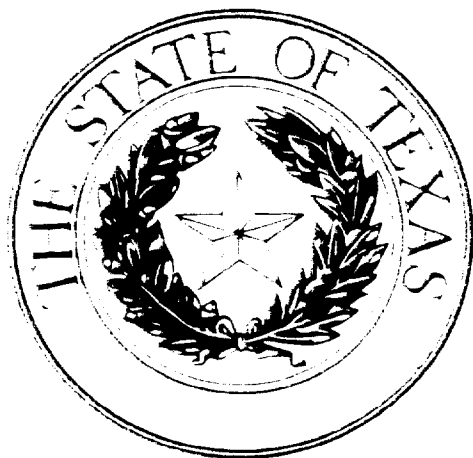
**DATA JUNCTION CORP.
FORMERLY: TOOLS AND TECHNIQUES, INC.**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Restated Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Restated Articles of Incorporation.

Dated: June 25, 1998

Effective: June 25, 1998



Alberto R. Gonzales

YD

Secretary of State

TRADEMARK
REEL: 002236 FRAME: 0010

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
DATA JUNCTION CORP.

(fka Tools and Techniques, Inc.)

FILED
in the Office of the
Secretary of State of Texas

JUN 25 1998

Corporations Section
under the laws of the State

Tools and Techniques, Inc., a corporation organized and existing under the laws of the State of Texas (the "Corporation"), pursuant to Article 4.07 of the Texas Business Corporation Act (the "TBCA"), does hereby certify the following:

1. Each amendment made by these Amended and Restated Articles of Incorporation to the Corporation's Articles of Incorporation has been effected in conformity with the provisions of the TBCA.

2. These Amended and Restated Articles of Incorporation were duly adopted by the Corporation's shareholders pursuant to a Special Shareholders meeting held on June 19th, 1998, called for the purpose of approving these amended and restated articles of incorporation. At the time of such meeting, the Corporation's total authorized capitalization consisted of 1,000,000 shares of common stock, .01 par value per share (the "Common Stock"), of which 15,963 shares were validly issued and outstanding. The holders of 11,513 outstanding shares of Common Stock voted for the adoption of these Amended and Restated Articles of Incorporation.

3. The Articles of Incorporation of the Corporation are hereby amended by these Amended and Restated Articles of Incorporation by amending each provision in its entirety to read as set forth herein.

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4. These Amended and Restated Articles of Incorporation of this Corporation accurately copy the Corporation's Articles of Incorporation and all amendments thereto that are in effect to date and as further amended hereby and do not contain any other change in any provision thereof.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ARTICLE I NAME

The name of the corporation is Data Junction Corp. (the "Corporation").

ARTICLE II DURATION

The Corporation's period of duration is perpetual.

ARTICLE III PURPOSES

The purposes for which the Corporation is organized are to transact any and all lawful business for which corporations may be incorporated under, and exercise the powers granted by, the Texas Business Corporation Act, as the same exists or may hereafter be amended from time to time (the "TBCA"), within or without the State of Texas, and to do such things as may be incident to, and necessary or appropriate to effect, any and all of the purposes for which the Corporation is organized.

ARTICLE IV CAPITAL STOCK

A. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 100,000,000 shares of capital stock, consisting of 80,000,000 shares of common stock, par value \$.01 per share ("Common Stock"), and 20,000,000 shares of preferred stock, par value \$.01 per share ("Preferred Stock").

B. Except as otherwise provided in this Amended and Restated Articles of Incorporation or by law or by the resolution(s) of the Board of Directors providing for the issue of any series of the Preferred Stock, each holder of Common Stock shall be entitled to one vote for each share held. Subject to all of the rights of the Preferred Stock or any series thereof, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, dividends payable in cash, stock or otherwise. Upon any

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liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, and after the holders of the Preferred Stock of each series shall have been paid in full the amounts to which they respectively shall be entitled, or a sum sufficient for such payments in full shall have been set aside, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests.

C. Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby vested with the authority to fix by resolution the powers, designations, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, including, without limitation, the dividend rate, conversion rights, voting rights, redemption price and liquidation preference, and the qualifications, limitations or restrictions on such preferences and/or rights and to fix the number of shares constituting any such series. Unless otherwise provided by the resolutions(s) adopted by the Board of Directors providing for the issue of any series of Preferred Stock, the number of shares comprising such series may be increased or decreased (but not below the number of shares then outstanding) from time to time by duly adopted resolution(s) of the Board of Directors.

ARTICLE V INITIAL CONSIDERATION FOR ISSUANCE OF SHARES

The Corporation shall not commence business until it has received for the issuance of its shares consideration of the value of at least \$1,000.00, consisting of money, labor done or property actually received.

ARTICLE VI REGISTERED OFFICE AND AGENT

The street address of the Corporation's current registered office in the State of Texas is 2201 Northland Drive, Austin, Texas 78756. The name of its current registered agent at such address is Darrell Blandford.

ARTICLE VII DIRECTORS

The number of Directors constituting the Corporation's current Board of Directors shall be as set forth in the Bylaws of the Corporation. The name and address of the persons currently serving as members of the Corporation's Board of Directors are as follows:

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<u>Name</u>	<u>Address</u>
Mike Hoskins	2201 Northland Drive Austin, Texas 78756
Darrell Blandford	2201 Northland Drive Austin, Texas 78756
Gregory Grosh	2201 Northland Drive Austin, Texas 78756

**ARTICLE VIII
NO PREEMPTIVE RIGHTS**

No shareholder shall have a preemptive right or otherwise be entitled, as a matter of right, to subscribe for, purchase or otherwise acquire additional, unissued or treasury shares of any type or class of the Corporation, or any bonds, debentures or other securities convertible into or carrying a right to subscribe to or acquire shares, but any shares or other securities may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it deems advisable.

**ARTICLE IX
SHAREHOLDER ACTION**

A. Except as otherwise set forth in these Amended and Restated Articles of Incorporation, at each election of Directors, every shareholder entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote. No shareholder shall have the right to cumulate his votes in any election of Directors. Directors shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of Directors at a meeting of shareholders at which a quorum is present.

B. With respect to any matter for which the affirmative vote of the holders of a specified portion of the shares entitled to vote is required by the TBCA, the act of the shareholders on that matter shall be the affirmative vote of the holders of a majority of the shares entitled to vote on that matter rather than the affirmative vote otherwise required by the TBCA. With respect to any matter for which the affirmative vote of the holders of a specified portion of the shares of any class or series is required by the TBCA, the act of the holders of shares of that class or series on that matter shall be the affirmative vote of the holders of a majority of the shares of that class or series rather than the affirmative vote of the holders of shares of that class or series otherwise required by

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the TBCA.

C. Subject to Article 9.10 of the TBCA, any action required by the TBCA to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, shall be signed by the holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted. Prompt notice of the taking of any action by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders who did not consent in writing to the taking of such action.

ARTICLE X BYLAWS

The Board of Directors is expressly authorized to adopt, alter, amend or repeal the Bylaws of the Corporation or to adopt new Bylaws.

ARTICLE XI LIMITED DIRECTOR LIABILITY

No Director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for an act or omission (or an alleged act or omission) in a Director's capacity as a Director, except that this Article Eleven does not eliminate or limit the liability of a Director to the extent the Director is found liable for: (i) a breach of a Director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith which constitutes a breach of duty of the Director to the Corporation, or an act or omission which involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; (iv) an act or omission for which the liability of a Director is expressly provided for by an applicable statute; or (v) an act related to an unlawful stock repurchase or redemption, distribution or share dividend. If the Texas Miscellaneous Corporation Laws Act or any other applicable law is amended or adopted to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director shall be eliminated or limited to the fullest extent permitted by any such law, as so amended or adopted. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Director for or with respect to any acts or omissions of the Director occurring prior to such amendment or repeal.

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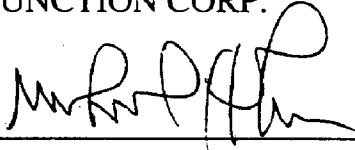
ARTICLE XII
INDEMNIFICATION

Each person who at any time is or was a Director or officer (an "Officer") of the Corporation, and who was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative (a "Proceeding," which shall include any appeal in such a Proceeding, and any inquiry or investigation that could lead to such a Proceeding), by reason of the fact that such person is or was a Director or Officer or is or was a Director or Officer serving at the request of the Corporation as a Director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent authorized by the TBCA, or any other applicable law as may from time to time be in effect (but, in the case of any such amendment or enactment, only to the extent that such amendment or law permits the Corporation to provide broader indemnification rights than such law prior to such amendment or enactment permitted the Corporation to provide), against judgments, penalties, including excise and similar taxes, fines, settlements and reasonable expenses, including court costs and attorneys' fees actually incurred by such person in connection with such Proceeding. The Corporation's obligations under this Article include, but are not limited to, the convening of any meeting, and the consideration of any matter thereby, required by statute in order to determine the eligibility of any person for indemnification. Expenses incurred in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding to the fullest extent permitted by, but only in compliance with, the TBCA or any other applicable laws as may from time to time be in effect. The Corporation's obligation to indemnify or to prepay expenses under this Article Twelve shall arise, and all rights granted hereunder shall vest, at the time of the occurrence of the transaction or event to which such proceeding relates, or at the time that the action or conduct to which such proceeding relates was first taken or engaged in or omitted to be taken or engaged in, regardless of when such proceeding is first threatened, commenced or completed. Notwithstanding any other provision of these Amended and Restated Articles of Incorporation or the Bylaws, no action taken by the Corporation, either by amendment of these Amended and Restated Articles of Incorporation or the Bylaws or otherwise, shall diminish or adversely affect any rights to indemnification or prepayment of expenses granted under this Article which shall have become vested prior to the date that such amendment or other corporate action is taken. The rights to indemnification and prepayment of expenses which are conferred to Directors and Officers by this Article may be conferred upon any employee or agent of the Corporation if, and to the extent, authorized by its Board of Directors.

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IN WITNESS WHEREOF, Data Junction Corp. has caused these Amended and Restated Articles of Incorporation to be duly executed on June 24th, 1998.

DATA JUNCTION CORP.

By: 

Mike Hoskins, President

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