

03-19-2001

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



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

101640863

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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

Name

Execution Date
Month Day Year

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)

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.)

FOR OFFICE USE ONLY

03/16/2001 610N11 00000289 2425889

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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: 002253 FRAME: 0133

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

(410) 783-3522

Name

Donna M.D. Thomas, Esquire

Address (line 1)

Astrachan, Gunst, Goldman & Thomas, P.C.

Address (line 2)

20 S. Charles Street

Address (line 3)

6th Floor

Address (line 4)

Baltimore, Maryland 21201

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

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"/>

2,425,889	<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.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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.

Donna M.D. Thomas, Esquire

2/21/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into on September 14, 2000 (the "Effective Date") by and between debis Financial Services, Inc., a Delaware corporation ("Assignor"), and giggo.com, inc., a Delaware corporation ("Assignee").

WITNESETH

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound thereby, Assignor and Assignee hereby agree as follows:

1. As used herein, the term "Intellectual Property" shall mean all of Assignor's patents, trademarks, service marks, trade names, domain names and copyrights (and licenses with respect to the foregoing) set forth on Exhibit A attached hereto.

2. Assignor hereby sells, transfers, assigns, releases and sets over to Assignee, as of the Effective Date, whatever right, title and interest Assignor has in and to the Intellectual Property, together with all the goodwill associated with or symbolized by the Intellectual Property, all rights, claims and privileges pertaining to the Intellectual Property accruing from and after the Effective Date with respect to the Intellectual Property (including, without limitation, the right to prosecute and maintain applicable applications and registrations with respect to any of the Intellectual Property and the right to sue and recover damages for any infringement of any of the Intellectual Property from and after the Effective Date of this Assignment), TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the Effective Date hereof.

3. ASSIGNOR IS TRANSFERRING THE INTELLECTUAL PROPERTY "AS IS", WITHOUT ANY WARRANTY OF ANY KIND. ASSIGNOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SUBJECT TO SECTION 4 BELOW, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE SUBSIDIARIES OR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, DAMAGES OR LIABILITIES OF ANY KIND ARISING OUT OF THIS ASSIGNMENT OR RELATING TO USE OF THE INTELLECTUAL PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY USE OF ANY SUCH INTELLECTUAL PROPERTY PRIOR TO THE EFFECTIVE DATE OF THIS ASSIGNMENT BY OR INVOLVING ASSIGNOR, ITS SUBSIDIARIES OR AFFILIATES), INCLUDING WITHOUT LIMITATION, ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES BASED ON LOSS OF REVENUES, PROFITS OR LOST BUSINESS OPPORTUNITIES) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER

EITHER PARTY OR ANY SUCH SUBSIDIARY OR AFFILIATE WAS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE REMEDIES PROVIDED FOR IN THIS ASSIGNMENT FAIL OF THEIR ESSENTIAL PURPOSE.

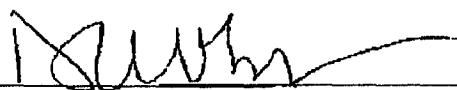
4. Notwithstanding anything in this Assignment, nothing contained in this Assignment shall expand or limit in any way the rights or obligations of any party to and under that certain Purchase Agreement dated July 31, 2000, by and among Assignor, DCN DaimlerChrysler "Nurita" Vermögensverwaltungsgesellschaft mbH, Stuttgart, a limited liability company organized under the laws of the Federal Republic of Germany which is in the process of changing its name to DCX.net Holding GMBH, PeopleFirst.com Inc., a Delaware corporation, and PeopleFirst Finance, LLC, a California limited liability company) (the "Purchase Agreement").

5. At the further request of Assignee, Assignor agrees to reasonably cooperate with Assignee and take reasonably necessary action to fully vest and perfect in Assignee all right, title and interest in and to the Intellectual Property (including, without limitation, executing all further necessary documents prepared and filed by Assignee, at its sole cost and expense, for recording transfer of title to or perfecting title in Assignee in and to the Intellectual Property and providing documents and information reasonably necessary to prosecute or maintain any application or registration for any of the Intellectual Property or pursue or defend, at Assignee's sole cost and expense, any administrative, court or other legal proceeding involving any Intellectual Property.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative in conformity with the bylaws of said Assignor as of the Effective Date set forth above.

“ASSIGNOR”

debis Financial Services, Inc.

By: 

Name: David M. Barbour

Title: Assistant Secretary

Receipt Acknowledged:

“ASSIGNEE”

giggo.com, inc.

By: 

Name: Brian Reed

Title: President

Exhibit A

PATENTS:

None

SERVICE MARKS:

<u>Mark</u>	<u>Country</u>
GIGGO	U.S.
WE'VE GOT THIS CAR THING DOWN	U.S.

U.S. SERVICE MARK APPLICATION:

<u>Mark</u>	<u>Application Date</u>	<u>Serial No.</u>	<u>Country</u>
GIGGO	12/18/98	75/608506	U.S.

FOREIGN SERVICE MARK APPLICATIONS:

<u>Mark</u>	<u>Application Date</u>	<u>Serial No.</u>	<u>Country</u>
GIGGO	9/13/00	001306729	E.U.
GIGGO	9/13/99	20002853	Norway
GIGGO	9/13/99	2935/2000	Switzerland