

04-10-2001



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3-26-01

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 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
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

FOR OFFICE USE ONLY

04/09/2001 BT0N11 00000233 1663273
FC:481 40.00 OP

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 Practice. 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, DC 20221

REEL: 002267 FRAME: 0096

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="1663273"/> | <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.

TODD S. PAYNE, ESO.

Name of Person Signing


Signature

3-13-01

Date Signed

**ASSIGNMENT OF RIGHTS TO DOMAIN NAMES, MARKS,
WEB SITES AND WEB SITE MATERIALS**

THIS ASSIGNMENT OF RIGHTS TO DOMAIN NAMES, MARKS, WEB SITES AND WEB SITE MATERIALS (this "Assignment") made, executed and delivered as of March 21, 2000, by and among Maythenyi, Inc., a Florida corporation ("Maythenyi"), The Source Maythenyi, Inc., a Delaware corporation ("The Source;" Maythenyi and The Source being sometimes hereinafter referred to individually as an "Assignor" and together as the "Assignors") and Creative Planet, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, the Assignors, Assignee and Pamela Maythenyi are party to an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") providing for, among other things, the transfer and sale to Assignee of the Assets. Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, Assignors desire to execute and deliver to Assignee this instrument evidencing the vesting in Assignee of the domain names and trademarks and associated rights hereinafter described.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration paid to Assignor at or before the execution and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of its right, title, and interest in and to the Domain Names, the Marks, the Web Sites and the Web Site Materials and all associated goodwill to the fullest extent possible, and Assignor agrees that all of its right, title, and interest in and to the Domain Names, the Marks, the Web Sites and the Web Site Materials shall be the sole and exclusive property of Assignee to be used in any manner at Assignee's sole and absolute discretion. Assignor shall concurrently herewith complete, execute and deliver the Network Solutions, Inc. or InterNIC Registrant Name Change Agreement (online or paper version, at Assignee's sole discretion). Assignor will cease to maintain any Internet site under the Domain Names effective immediately and will not register or attempt to register the Domain Names, Marks or any variant thereof as a domain name or as a trademark or service mark.

FURTHERMORE,

(a) In the event that Assignee determines that it will require further documents or instruments to allow Assignee to register the Domain Names or the Marks or to apply for and prosecute a trademark or service mark application with the Patent and Trademark Office of the United States of America, Assignor agrees to execute such other or additional documents as Assignee deems necessary to protect or enforce its full and exclusive rights to the Domain Names, Marks and all other domain names and trademarks owned or utilized by Assignee, and any and all expanded, alternate, similar, or derivative URLs or trademarks.

(b) This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment as of the date first written above.

Assignors:

MAYTHENYI, INC.

By: *Pamela Maythenyi*
Name: Pamela Maythenyi
Title: President

THE SOURCE MAYTHENYI, INC.

By: *Pamela Maythenyi*
Name: Pamela Maythenyi
Title: President

Assignee:

CREATIVE PLANET, INC.

By: *[Signature]*
Name: *Scott Pateman*
Title: *V.P. General Counsel*