

04-27-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

CANCELLED
CANCELLED

SM MSO
4-11-01

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
01 18 01

Conveying Party

Mark if additional names of conveying parties attached

Name KAO MANAGEMENT SERVICES, INC. Execution Date
Month Day Year
3 30 01

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization NEVADA

Receiving Party

Mark if additional names of receiving parties attached

Name KEYSTONE MARKETING SERVICES, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2255-A RENAISSANCE DRIVE

Address (line 2) SUITE 4

Address (line 3) LAS VEGAS NEVADA U. S. A. 89119
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 NEVADA

FOR OFFICE USE ONLY

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, D.C. 20231

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="76002766"/>	<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"/>
<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.

ALEXIS DILLETT ISZTWAN

9-11-01

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This Assignment is made effective as of the 18th day of January 2001 by KAO Management Services, Inc., a Nevada corporation ("Assignor"), for the benefit of Keystone Marketing Services, Inc., a Nevada corporation, having its principal place of business at 2255-a Renaissance Drive, Suite 4, Las Vegas, Nevada 89119 ("Assignee").

WHEREAS, Assignor, by virtue of a merger with DriverFx.com, Inc., a Delaware corporation, effective January 18, 2001, is the exclusive owner of all right, title and interest in and to the trademark described in Schedule 1 ("Trademark"), the portion of the business to which the Trademark pertains and the goodwill of the business associated therewith;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademark, the portion of the business to which the Trademark pertains and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee desire to accomplish such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the portion of the business to which it pertains and the goodwill of the business associated therewith and symbolized thereby, and any registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "Property").

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Property and all applications for any of the same.

Assignor hereby agrees not to use or seek registration of, now or in the future, any trade name, trademark, service mark, domain name or other indicia of origin or source that is colorably similar to, or may create any potential (including, without limitation, a likelihood of) confusion with, the Property.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee, including, without

limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Assignee's ownership of all trademarks listed on Schedule 1.

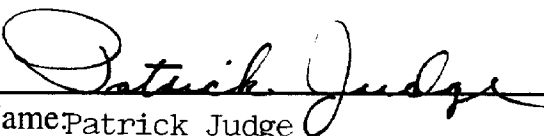
This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.


This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date first above written.

KAO MANAGEMENT SERVICES, INC.

By: 
Name: Patrick Judge
Title: Executive Vice President

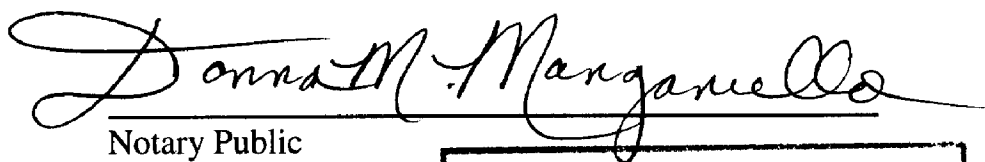
KEYSTONE MARKETING SERVICES, INC.

By: 
Name: Bryant P. Bynum
Title: Senior Vice President & CFO

[Commonwealth of] Pennsylvania :
 :
 COUNTY OF Luzerne : SS

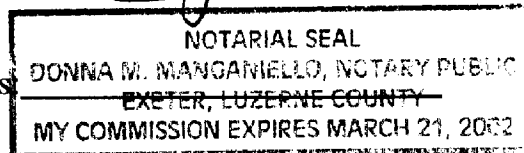
On this 30 day of March, 2001, personally appeared

Bryant P. Bynum to me known and known to me to be the S.V.P & CFO of Keystone Marketing Services, Inc., and acknowledged that he executed the foregoing Trademark Assignment on behalf of Keystone Marketing Services, Inc. pursuant to due authority.



Notary Public

My commission expires



(Notarial Seal)

Commonwealth of Pennsylvania :
: SS
COUNTY OF Luzerne :

On this 30 day of March, 2001, personally appeared

Patrick Judge, to me known and known to me to be the E.V.P. of KAO

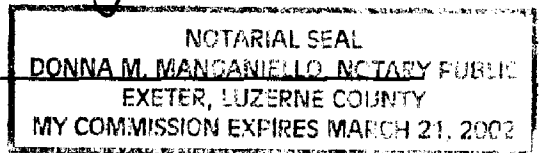
Management Services, Inc., and acknowledged that he executed the foregoing Trademark

Assignment on behalf of KAO Management Services, Inc., pursuant to due authority.



Notary Public

My commission expires:



(Notarial Seal)

**SCHEDULE I
TO
TRADEMARK ASSIGNMENT**

I. U. S. Federal Trademark Application

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
DRIVERFX	76/002,766	March 17, 2000	Published November 21, 2000

PHLEGAL: #1009505 v1 (LMXT01!.DOC)

RECORDED: 04/11/2001

TRADEMARK
REEL: 002281 FRAME: 0379