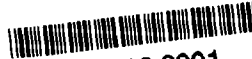


05-08-2001



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04-16-2001

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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
07 28 00

Conveying Party Mark if additional names of conveying parties attached

Name iChristian.com, Inc. Execution Date
Month Day Year
07 28 00

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Oregon

Receiving Party Mark if additional names of receiving parties attached

Name Sherwood Partners, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1849 Sawtelle Boulevard

Address (line 2) Suite 453

Address (line 3) Los Angeles California 90025-7011
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 California

05/08/2001 610M11 00000008 2308121

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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.

Eric S. Johnson
Name of Person Signing

Eric S. Johnson
Signature

4/11/01
Date Signed

GENERAL ASSIGNMENT

This Assignment is made this 28th day of July, 2000, by IChristian.com, Inc., located at 19545 N.W. von Neumann Drive, Suite 100, Beaverton, Oregon 97006, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, California, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Contracts or agreements between Assignor and any Labor Union or Trade Associations are exempted from and not included in this Assignment.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this

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AUG -18' 00(FRI) 14:47	SCHNADER - HARRISON	TEL:617 946 8100	P.003
sent By: SHERWOOD-PARTNERS, INC.	; 310 477 8402;	AUG-4-00 11:48AM;	Page 3
Received: 8/ 3/00 7:10PM;	5037488401	-> SHERWOOD-PARTNERS, INC.	Page 3
AUG-03-2000 18:11 FROM:ICHRISTIAN.COM,INC	5037485401	TO:310 477 8402	P.003'003

Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

Assignee is also authorized and empowered to appoint such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

ASSIGNOR'S TAX I.D. NUMBERS

Internal Revenue Service
93-1272997

State Tax I.D. Number

Assignor:

Christian.com, Inc.

By: [Signature]
Its: [Signature]

Assignee:

Sherwood Partners, Inc.

By: [Signature]
Its: [Signature]