



**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="2230852"/>	<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.

James R. Guerette

Name of Person Signing

*James R. Guerette*  
Signature

5/3/01

Date Signed

**TRADEMARK**

**ASSIGNMENT TO JAMES R. GUERETTE  
AS AGENT FOR UNIDENTIFIED PRINCIPAL**

**WHEREAS**, BrainBug, LLC (“BrainBug”), a Connecticut Limited Liability Company, has adopted and used and has registered in the United States Patent and Trademark Office (“USPTO”) as Registration No. 2,230,852 the trademark CREATIVITY THAT WORKS to identify advertising and marketing communications services and computer database programming, graphic art design and computer-generated graphic art design services;

**WHEREAS**, BrainBug represents and warrants to James R. Guerette, as agent for an unidentified principal, that BrainBug is the sole owner of all right, title and interest in the CREATIVITY THAT WORKS trademark and federal trademark Registration No. 2,230,852 and that no other person or entity has any security interest, or any interest of any kind in said trademark or registration or has made any claim of interest thereto, that CREATIVITY THAT WORKS is free and clear from all encumbrances, including any licenses, that BrainBug has not registered and has no pending applications for registration of the trademark CREATIVITY THAT WORKS in any other country or state, that BrainBug has not been charged with trademark or service mark infringement or unfair competition by any third party relating to use of CREATIVITY THAT WORKS, and that BrainBug is not aware of any claims, objections or protests relating to use or registration of CREATIVITY THAT WORKS; and

**WHEREAS**, James R. Guerette, c/o Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154, as an agent for an unidentified principal, is desirous of acquiring all right, title and interest in and to said CREATIVITY THAT WORKS trademark throughout the world and said federal trademark Registration No. 2,230,852 and the good will of the business with which the CREATIVITY THAT WORKS trademark is used;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, BrainBug hereby assigns to James R. Guerette, as an agent for an unidentified principal, all right, title and interest in and to the CREATIVITY THAT WORKS trademark, trade name and business name throughout the world, and United States trademark Registration No. 2,230,852, including the goodwill of the business of BrainBug as symbolized by said CREATIVITY THAT WORKS trademark and all rights of action both at law and in equity for past and future infringements of said trademark, *nunc pro tunc*, effective as of January 1, 2000.

BrainBug further agrees that subsequent to the execution of this Assignment, it will not use the CREATIVITY THAT WORKS trademark, trade name or business name in connection with advertising and marketing communications services and computer database programming, graphic art design and computer-generated graphic art design services, or any trademark, trade name or business name confusingly similar to CREATIVITY THAT WORKS, and it will execute any additional documents which may become necessary to fully convey all right, title and interest in and to the CREATIVITY THAT WORKS trademark, trade name or business name throughout the world and federal trademark Registration No. 2,230,852, including the goodwill of the business of BrainBug as symbolized by said CREATIVITY THAT WORKS trademark.


In exchange for and as full consideration for this assignment of all such rights, title and interests, James R. Guerette agrees, in his capacity as an agent for an unidentified principal, to pay the total sum of five thousand dollars (\$5,000) to BrainBug, by sending a check in that amount made payable to BrainBug LLC, c/o Outrider North America, Inc., 270 Farmington Avenue, Unit 109, Farmington, Connecticut 06032, via Federal Express overnight delivery within seven (7) days following James R. Guerette's receipt of the properly executed original

Assignment. This sum constitutes the entire amount that is due and payable from James R. Guerette pursuant to this Assignment, with no additional sums due or owed.

This Assignment Agreement represents the entire agreement of the parties, shall be governed by the laws of the State of New York, and shall be binding upon the parties, their successors and assigns.

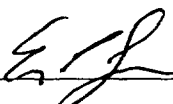
Dated: April 19, 2001

BRAINBUG, LLC

By:   
Name: Matthew Stoznitskus  
Title: CEO

Acknowledged and agreed:

OUTRIDER NORTH AMERICA, INC.

By:   
Name: Eric Springer  
Title: Treasurer

Acknowledged:

  
James R. Guerette