5-3-01

FORM PTO-1618A Expires 6/30/99 OMB 0651-0027 05-11-2001



101713001

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

 $V_{i}\mid_{\sigma_{A}}$

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	Conveyance Type					
x New	X Assignment License					
Resubmission (Non-Recordation)	Security Agreement X Nunc Pro Tunc Agreement					
Document ID #	Merger Effective Date Month Day Year					
Correction of PTO Error Reel # Frame #	Change of Name 01/01/2000					
Corrective Document	Other					
Reel # Frame #						
Conveying Party	Mark if additional names of conveying parties attached					
Name BrainBug, LLC	Execution Date Month Day Year					
Formerly	04/19/2001					
Individual General Partnership Limited Partnership Corporation Association						
Fig. 11:117: Comment	Zimiou i urinoromp					
X Other Limited Liability Company						
X Citizenship/State of Incorporation/Organizatio	n Connecticut					
Receiving Party	Mark if additional names of receiving parties attached					
Name James R.Guerette						
DBA/AKA/TA c/o Loeb & Loeb LLP	c/o Loeb & Loeb LLP					
Composed of						
Address (line 1) 345 Park Avenue	345 Park Avenue					
Address (line 2)						
	New York 10154					
Address (line 3) New York						
City	State/Country Zip Code					
X Individual General Partnership	Limited Partnership If document to be recorded is an assignment and the receiving party is not					
Corporation Association	domiciled in the United States, an appointment of a domestic representative					
Other	should be attached. (Designation must be a separate document from Assignment.)					
X Citizenship/State of Incorporation/Organization						
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

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: 002293 FRAME: 0245

Page 2

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

Domestic Represent Name	ative Name and Addre	?SS	Enter for the f	irst Receiving P	arty only.
Address (line 1)					
Address (line 2)					
Address (line 3)					
Address (line 4)					
Correspondent Na	me and Address	Area Code and T	elephone Number 2	12-407-4861	
Name	James R. Guerette, E	sq.			
Address (line 1)	Loeb & Loeb LLP				
Address (line 2)	345 Park Avenue				pulse and
Address (line 3)	18 th Floor				
Address (line 4)	New York, New York	10154-0037			
Pages	Enter the total number document including a		ttached conveyance	# 3	
Trademark Applica Enter either the Trademan	ation Number(s) or F	Registration Num	ber(s) (DO NOT ENTER BOTH nu.	mbers for the same	Mark if additional numbers attached property).
Tradema	rk Application Numl	ber(s)	Reg	gistration Num	ber(s)
			2230852		
	<u> </u>				
Number of Properties Enter the total number of properties involved. # 1					
Fee Amount	F	ee Amount for Prope	erties Listed (37 CFR 3.4	1): \$ \$40.00	
Method of Pay		EnclosedX	Deposit Account		
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #					
		Authoriza	ation to charge additions	al fees: Yes	No
Statement and Sig	ınature				
To the best of n	ny knowledge and belief, the	e foregoing information	is true and correct and an	y	
	s a true copy of the original				
indicated hereir		_			
James R. Guere		lanes R. &	Levello	5/3	101
Name of Perso		Signat	ure	Da	te Signed

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;

08534410002

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

NY180295.2 08534410002 04/04/2001 jg

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.

BRAINBUG, LLC

By:

Name: Wetter

Title: CEO

Acknowledged and agreed:

OUTRIDER NORTH AMERICA, INC.

ву: _

Name:

Title: Treasure

Acknowledged:

James R. Guerette

RECORDED: 05/03/2001