

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Effective 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 conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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

TRADEMARK

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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="1302278"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2183230"/>	<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 account)

Deposit Account Number

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing 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.

Name of Person Signing Signature Date Signed

ASSIGNMENT OF UNITED STATES TRADEMARKS,
AND
UNITED STATES REGISTRATIONS
AND PENDING APPLICATIONS FOR REGISTRATION THEREOF

WHEREAS, NTH DEGREE, INC., a corporation organized and existing under the laws of the State of Georgia, having a place of business at 1492 Kelton Drive, Stone Mountain, Georgia ("ASSIGNOR"), acquired, adopted, and used, and thereby owns, all rights, title, and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," "Registrations," and "Applications," respectively), along with any goodwill associated therewith; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and among ASSIGNOR, Patrick J. Alacqua, John J. McEntee and Nth Degree Acquisition Corp. ("ASSIGNEE"), corporation organized and existing under the laws of the State of Delaware, on April 19, 2001 (the "Asset Purchase Agreement"), ASSIGNOR has agreed to assign to ASSIGNEE, or its designee, its entire rights, title, and interests in and to the Marks, Registrations, and Applications, along with any goodwill associated therewith (collectively referred to herein as the "Assigned Rights"); and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Assigned Rights, and the goodwill associated therewith, to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire rights, title, and interests in and to the Assigned Rights, and the goodwill associated therewith, the same to vest in ASSIGNEE.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Trademark Office so as to establish ASSIGNEE as owner of record of the Assigned Rights in the United States.

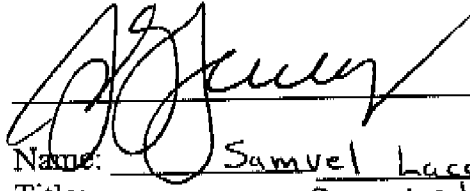
ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide any information that may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Assigned Rights is duly made of record in the United States.

This Assignment is subject and subordinate to all of the terms and provision of the Asset Purchase Agreement, and in the event of any conflict between any term or provision hereof and any term or provision of the Asset Purchase Agreement, the latter shall control.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

NTH DEGREE, INC. ("ASSIGNOR")

Dated: April 19, 2001

By: 
Name: Samuel Lacey
Title: President

SCHEDULE A

COUNTRY	MARK	CLASS	SER. NO.	FILING DATE	REG. NO.	STATUS
U.S.	I & D Design	37	399,908	10/12/82	1,302,278	Registered
U.S.	NTH DEGREE	35 37	75/020,211	11/15/95	2,183,230	Registered
U.S.	PEAK PURCHASE POWER		75/176,113	10/03/96		Pending

State of Georgia)
) SS
County of Fulton)

On this 19 day of April, 2001, before me,

Kathryn Dady-Youngs, the undersigned Notary Public, personally appeared
Samuel G. Lacey III

personally known to me OR

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kathryn Dady-Youngs
Notary's Signature