

06-26-2001

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-19-01
Career Fair Coordinators
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Texas
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BrassRing Inc.
Internal _____
Address: _____
Street Address: 170 High Street
City: Waltham State: MA Zip: 02454
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: January 10, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75727698 ; 75727550 ; 75523204 ; 75480142 ; 75554793 ; 76032140 ; 76031361
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Frank G. Long
Internal Address: Morrison & Hecker L.L.P.

Street Address: 2800 N. Central
Suite 1600
City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41).....\$190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
501383
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Frank G. Long
Name of Person Signing

[Signature]
Signature

6/15/01
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARK PROPERTY RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment"), effective as of this 10th day of January, 2001 (the "Effective Date"), is by and between the Assignor, Career Fair Coordinators, a Texas corporation ("CFC"), and the Assignee, BrassRing Inc., a Delaware corporation.

WHEREAS, Assignor has entered into with Assignee that certain Asset Purchase Agreement dated December 19, 2000 (the "Agreement"), providing for the purchase by Assignee of that certain tangible and intangible property, goodwill and related going-concern value, identified in the Agreement as the CFC business that produces high tech career fairs and provides other recruiting and related services, including annual trade exhibitions and conferences (the "CFC Business");

WHEREAS, Assignor own and use in the CFC Business the trademarks and service marks listed in the attached Schedule A (the "CFC Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. In accordance with the Agreement and the transaction effected by it, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever all of its right, title and interest, whether statutory or at common law, in and to the CFC Marks, together with goodwill of the businesses symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the CFC Marks, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and all foreign countries listed in Schedule A, together with all causes of action for any and all previously occurring infringements of the rights being assigned, and the right to receive and retain the proceeds therefrom.

2. In accordance with the Agreement and the transaction effected by it, all right, title and interest in the Marks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and not been made. Without limitation to the foregoing, Assignor assigns with the CFC Marks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. The Commissioner of Patents and Trademarks of the United States is requested to issue to the Assignee the Certificates of Registration for the following United States CFC Marks: 1-JOBS.COM (s/n 75/727,698), 1-JOBS.COM – stylized (75/727550), HIGH TECH CAREER FAIR and design (75/523204), WWW.1-JOBS.COM (75/554793), DOTCOM JOB EXPO (76/032140) and DOTCOM JOB EXPO.COM (76/031361).

4. The Registrar of the Canadian Intellectual Property Office is requested to issue to the Assignee the Certificates of Registration for the following Canadian CFC Marks: 1-JOBS.COM

(0139445), 1-JOBS.COM – stylized (1039445), HIGH TECH CAREER FAIR and design (894255) and NETWORK EVENTS and design (1077703).


5. Assignor agrees to execute further papers and to do such other acts, upon request, as may be reasonably necessary and proper to vest full title in and to the CFC Marks in the Assignee.

6. The Assignor agrees and undertake that it will not facilitate or assist any other person to: (1) challenge the validity of this assignment; (2) oppose or otherwise challenge any application for or registration of the CFC Marks in the U.S. or any other country in the name of the Assignee; (3) challenge the Assignee's rights to use, license or otherwise deal with the CFC Marks in the U.S. or any other country; and (4) use the CFC Marks (or any substantially identical or deceptively similar trade mark) in the U.S. or any other country, after the date of this Assignment, unless Assignor has the express, written authorization of the Assignee to do so.

7. This Assignment of Trademark Rights shall not be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademark Rights to be executed and delivered as of the Effective Date.

CAREER FAIR COORDINATORS

By: 
Name: William M. Windsor
Title: President

SCHEDULE A

Career Fair Coordinators, Inc.

TRADEMARK	COUNTRY	SERIAL OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
1-JOBS.COM	USA	75/727698	06/15/99
1-JOBS.COM (Stylized)	USA	75/727550	06/14/99
HIGH TECH CAREER FAIR and design	USA	75/523204	07/22/98
NETWORK EVENTS & Design	USA	75/480142	05/06/98
<u>WWW.1-JOBS.COM</u>	USA	75/554793	09/17/98
DOTCOM JOB EXPO	USA	76/032140	04/21/00
DOTCOM JOB EXPO.COM	USA	76/031361	04/21/00
SOUTHWEST HIGH TECH CAREER FAIR and Design	Texas State Registration	56863	06/26/97
HIGH TECH CAREER FAIR and Design	Canada	894255	10/26/98
NETWORK EVENTS and Design	Canada	1077703	10/05/00
1-JOBS.COM (Stylized)	Canada	1039444	12/13/99
1-JOBS.COM	Canada	0139445	12/13/99