

06-26-2001

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

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

1. Name of conveying party(ies): Northwest High Tech Career Expo, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Washington 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)

B. Trademark Registration No.(s)

2325463 2323458

Additional number(s) attached Yes No

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: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- 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

Date

06/15/01

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

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, Northwest High Tech Career Expo, Inc., a Washington corporation ("NWHT"), 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 NWHT business that produces high tech career fairs and provides other recruiting and related services, including annual trade and exhibitions and conferences (the "NWHT Business");

WHEREAS, Assignor owns and uses in NWHT Business the trademarks and service marks listed in the attached Schedule A (the "NWHT 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 NWHT 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 NWHT Business, 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 NWHT 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 NWHT 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 NWHT Marks: NORTHWEST HIGH-TECH CAREERS EXPO and Design, (2,325,463), TECH JOBS and Design, (2,323,458).

4. The Registrar of the Canadian Intellectual Property Office is requested to issue to the Assignee the Certificates of Registration for the following Canadian NWHT Marks:

NORTHWEST HIGH-TECH CAREER EXPO and Design, (894262), TECH JOBS and Design, Canada, (896,792 TMA541071).

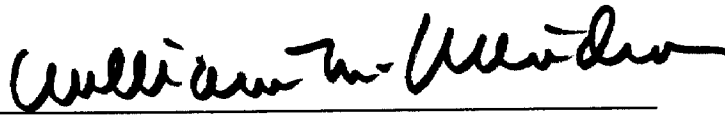
5. Assignor agrees to execute further papers and to do such other acts, upon request, as may be reasonably necessary and proper to vest full title in and to the NWHT Marks in the Assignee.

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 NWHT 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 NWHT Marks in the U.S. or any other country; and (4) use the NWHT 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.

NORTHWEST HIGH-TECH CAREER EXPO, INC.

By: 
Name: William Windsor
Title: President

SCHEDULE A

Northwest High Tech Career Fair, Inc.

NORTHWEST HIGH-TECH CAREERS EXPO and Design	USA	2,325,463	03/07/00
TECH JOBS and Design	USA	2,323,458	02/29/00
NORTHWEST HIGH-TECH CAREER EXPO and Design	Canada	894262	10/26/98
TECH JOBS and Design	Canada	896,792 TMA541071	11/18/98 12/12/01