

07-12-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

JUL 3 2001

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

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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="2,307,409"/>	<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.

Wai-Ling Chan
Name of Person Signing

Wai-Ling Chan
Signature

July 3, 2001
Date Signed

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of April 11, 2001, made by PricewaterhouseCoopers, LLP, a registered Delaware limited liability partnership ("PwC") to OpVantage, L.L.C., a Delaware limited liability company ("OpVantage").

RECITALS:

A. PwC has adopted, used and is using the marks set forth on Schedule I, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, and the other marks set forth on Schedule I and any and all common law rights therein (the "Assigned Marks").

B. PwC and OpVantage have entered into a Purchase Agreement, dated the same date as this Assignment (the "Purchase Agreement"), providing for the transfer of the Assigned Marks to OpVantage.

D. All capitalized terms used without definition in this Assignment have the meanings ascribed to them in the Purchase Agreement.

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

1. Assignment.

PwC does hereby contribute, transfer, convey, assign and deliver to OpVantage the following:

(a) all right, title and interest of PwC in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of any Lien;

(b) all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and

(c) all rights, interests, claims and demands recoverable in law or equity, that PwC has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages,

the same to be held and enjoyed by OpVantage, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by PwC if this Assignment had not been made.

2. Further Assurances.

PwC will, at its own expense, execute and deliver, or cause to be executed and delivered, such additional instruments, documents, conveyances or assurances and take such other actions as may be necessary or otherwise reasonably requested by OpVantage, to give full effect to this Assignment, to render effective the transactions contemplated by this Assignment, and otherwise carry out the intent and purposes of this Assignment.

3. Representations and Warranties.

All representations and warranties from PwC to OpVantage in the Purchase Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

4. Miscellaneous.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York.

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IN WITNESS WHEREOF, PRICEWATERHOUSECOOPERS, LLP has caused this Assignment to be duly executed as of the date first written above.

PRICEWATERHOUSECOOPERS, LLP

By: Juan A Pujadas
Name: JUAN PUJADAS
Title: PRINCIPAL

"Express Mail" mailing label No. EL615879794 US
Date of Deposit July 3, 2001

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail First Class to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20001.

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

SCHEDULE I
ASSIGNED MARKS

OpVaR