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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): Wachovia Bank, N.A. Individual(s) Association General Partnership Limited Partnership Corporation-State Other National Banking Association Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: JMH Financial Services, LLC Internal Address: Street Address: 333 Thornall Street City: East Edison State: NJ Zip: 08837 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware limited liability company 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:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78-034597 B. Trademark Registration No.(s) Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kimberly E. Zirkle, Paralegal Internal Address: Robinson, Bradshaw & Hinson, P.A. Street Address: 101 N. Tryon Street, Suite 1900 City: Charlotte State: NC Zip: 28246

7. Total fee (37 CFR 3.41) \$40 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 500327 (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. Steven D. Newmark, Esq. Signature Date 1/15/02

Total number of pages including cover sheet, attachments, and documents: 3

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

TRADEMARK REEL: 002427 FRAME: 0287

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**, dated as of December 28, 2001, is by **WACHOVIA BANK, NA** ("Seller") to **JMH FINANCIAL SERVICES, LLC**, a Delaware limited liability company ("Buyer").

Pursuant to the terms of the Asset Purchase Agreement (the "Agreement"), dated as of the date hereof, between Buyer and Seller, Seller, for good and valuable consideration, the mutuality and sufficiency of which are hereby acknowledged, has agreed to sell and deliver certain intellectual property assets of Seller, subject to all the terms and conditions of the Agreement, effective as of the date hereof.

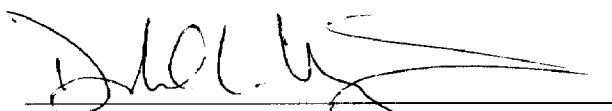
1. **Definitions.** Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement.

2. **Assignment of Intellectual Property Assets.** Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, its successors and permitted assigns, all of Seller's right, title and interest in and to the property comprising the Intellectual Property Assets, including all goodwill, if any, appurtenant thereto and including without limitation, the trademark, and pending application for, ASSISTANTTREASURER.COM.

3. **Covenants.** Seller covenants and agrees, for the benefit of Buyer and its successors and assigns, without further consideration, and whenever and as often as reasonably required by Buyer and its successors and assigns, to execute and deliver to Buyer such other instruments of conveyance, transfer and assignment and to take such other action as Buyer may reasonably require more fully and effectively to transfer, assign and convey to Buyer and its successors and permitted assigns all of Seller's right, title and interest in such Intellectual Property Assets, and to apply for, obtain or enforce any patents, trademarks, copyrights or other rights arising from the Intellectual Property Assets.

IN WITNESS WHEREOF, Seller has caused this Intellectual Property Assignment Agreement to be executed on the date and year first above written.

WACHOVIA BANK, NA

By:   
Name: DONALD L. MINGES  
Title: VP

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the identified corporation or other juristic entity with authority to do so.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

(Seal)

My Commission Expires: \_\_\_\_\_