

REC
TR

02-05-2002



Docket No.:

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks

101971618

Send original documents or copy thereof.

1. Name of conveying party(ies):

P. David Rossette

1-30-02

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment of Security Interest
- Merger
- Change of Name

Execution Date: 1/29/02

2. Name and address of receiving party(ies):

Name: Singlepoint Acquisition Co.

Internal Address: Suite 170

Street Address: 495 Metro Place South

City: Dublin State: OH ZIP: 43017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

3, 4, 5

Additional numbers

B. Trademark Registration No.(s)

2,433,368	2,259,798
2,433,365	2,310,555
	2,252,361

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Craig R. Auge, Esq.

Internal Address: Vorys, Sater, Seymour and Pease LLP

Street Address: 52 East Gay Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

02/04/2002 TDIAZ1 00000128 433368

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
100.00 OP

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.

Craig R. Auge

1/29/02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

8

ASSIGNMENT OF NOTE AND SECURITY

P. David Rossette, an individual having a mailing address of c/o LeaseNet Group, Inc., Suite 170, 495 Metro Place South, Dublin, Ohio 43017 (hereinafter referred to as "Assignor"), for good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, has TRANSFERRED, SOLD, ASSIGNED, GRANTED and CONVEYED and by these presents does TRANSFER, SELL, ASSIGN, GRANT and CONVEY unto Singlepoint Acquisition Co., an Ohio corporation, its successors and assigns (hereinafter referred to as "Assignee"), WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH BELOW, all of Assignor's right, title, interest and benefit to, in and under the following note, documents, agreements and instruments (the "Instruments"), the sums payable thereunder, and all of Assignor's rights, title and interest in the property therein described, together with all Assignor's remedies, rights, powers, benefits, monies, payments, fees and revenues pertaining thereto, with good right to collect, enforce, release and discharge the same, as well as any and all other liens, security interests, assignments or financing statements now or hereafter existing and securing the obligations in and under the Instruments:

1. That certain Term Loan Cognovit Promissory Note (the "Note") dated June 29, 2001, in the original principal amount of Three Million Two Hundred Seventy Thousand and 00/100 Dollars, (\$3,270,000.00) executed by Cofiniti, Inc., a Texas corporation ("Cofiniti") and payable to the order of Assignor together with interest thereon as therein provided.
2. That certain Security Agreement dated June 29, 2001 by and between Assignor and Cofiniti, granting a security interest to Assignor in the property of Cofiniti described therein.
3. That certain Intellectual Property Security Agreement dated June 29, 2001 by and between Assignor and Cofiniti, granting a security interest to Assignor in the property of Cofiniti described therein, which includes without limitation the property listed on Exhibits A, B and C attached hereto and incorporated herein.
4. All Uniform Commercial Code Financing Statements listing Assignor, as secured party, and Cofiniti, as debtor, covering the property described therein, including those listed on Exhibit D hereto.
5. That certain Letter Agreement dated June 29, 2001 among Assignor, LeaseNet Group, Inc. and Cofiniti.
6. All other agreements, instruments, certificates, recordations, documents, and all other writings which are heretofore, now or hereafter executed by or on behalf of Cofiniti, Inc. and delivered to Assignor in connection with or as related to the Note or the transactions arising therefrom.

To have and hold each of the said Instruments described herein, together with all right, title, interest, liens, privileges, claims, demands and equities existing and to exist in connection therewith or as security therefor unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases and any and all rights that Assignor may now have or hereafter have to establish or enforce any lien or security interest securing payment of any of the Instruments, including, without limitation, those existing under any of the Instruments as security for the payment of any other or future indebtedness of Cofiniti to Assignor.

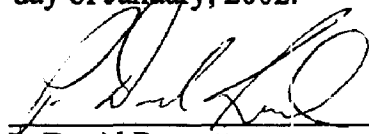
Assignor hereby represents, covenants and warrants to Assignee, its successors and assigns that Assignor is the present legal and equitable owner and holder of each of the Instruments described herein, the indebtedness evidenced thereby, and all liens and security existing in connection therewith and securing payments thereof; that Assignor has the full right, power and authority to transfer and convey each of the Instruments described herein, the indebtedness evidenced thereby and all security therefor, and to execute this assignment agreement; and that the Assignor has not assigned, mortgaged, hypothecated, granted a security interest in, or otherwise encumbered any of said Instruments, the indebtedness evidenced thereby or any of said liens or security to any other parties.

Other than as stated herein, this assignment and transfer of the Instruments is made by Assignor without recourse or representation or warranty of any kind, whether express or implied, or statutory or otherwise. Assignor agrees to execute all such other and further assignments, instruments and documents as Assignee may reasonably request to effectuate and complete the transfer and assignment of any and all of the Instruments transferred and assigned hereby.

As consideration for the sale, assignment, and transfer of the Instruments set forth herein, the Assignee has concurrently herewith executed and delivered to Assignor that certain Promissory Note dated the date hereof in the original principal amount of Two Million Nine Hundred Ninety Thousand and 00/100 Dollars (\$2,990,000.00) payable to the order of Assignor.

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WITNESS the execution hereof this 29th day of January, 2002.



P. David Rossette

EXHIBIT A

Copyrights

Registered Copyrights:

1. Title: MoneyStar Lifescript 1.0 documentation
Registration Number: TX4715526
Name: MarketKnowledge, Inc., d/b/a MoneyStar Communications
(the former name of Cofiniti, Inc.)
Registration Date: 01/09/1998

2. Title: MoneyStar Lifescript 1.0
Registration Number: TX4701864 (Previous Registration: TXu792-373)
Name: MarketKnowledge, Inc., d/b/a MoneyStar Communications
(the former name of Cofiniti, Inc.)
Registration Date: 01/09/1998

Non-Registered Copyrights:

EXHIBIT B

Patents and Patent Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Patent No.</u>
Graphical User Interface for a Computer-Implemented Financial Planning Tool	08/705,195	August 29, 1996	May 16, 2000	6,064,984
Graphical User Interface for a Computer-Implemented Financial Planning Tool	09/568,732*	May 11, 2000		

*continuation of Application Serial No. 08/705,195, filed August 29, 1996

EXHIBIT C

Trademarks

Name	Date Filed	Registration Number	Date Registered
MONEYSTAR/FN	1/19/2000	2,433,368	3/6/2001
MONEYSTAR FINANCIAL NETWORK	1/19/2000	2,433,365	3/6/2001
LIFESCRIPT	2/14/1997	2,259,798	7/6/1999
MONEYSTAR	3/25/1998	2,310,555	1/25/2000
MONEYSTAR	2/14/1997	2,252,361	6/15/1999

EXHIBIT D

UCC Financing Statement No. 01-124241 filed with the Texas Secretary of State naming Cofiniti, Inc. as debtor and P. David Rossette as secured party.

UCC Financing Statement No. 01-124242 filed with the Texas Secretary of State naming Cofiniti, Inc. as debtor and P. David Rossette as secured party.