

02-07-2002

HEET

Docket No.:



ILY

472409/0002

Tab settings

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To the Honorable Commissioner of the attached original documents or copy thereof.

1. Name of conveying party(ies):

XSPAND, INC.

10-29-01

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

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

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

Name: Plymouth Financial Co.

C

Internal Address:

Street Address: 35 Airport Road

City: Morristown State: NJ ZIP: 07960

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

3. Nature of conveyance:

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

Execution Date: 10/23/01

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

A. Trademark Application No.(s)

76/176,057

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Kiersten Skog

Internal Address: Stroock & Stroock & Lavan

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

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

1

7. Total fee (37 CFR 3.41):.....\$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

DO NOT USE THIS SPACE

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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.

Kiersten Skog

Name of Person Signing

Signature

October 26, 2001

Date

4

Total number of pages including cover sheet, attachments, and

TRADEMARK

ASSIGNMENT OF TRADEMARK

WHEREAS, Xspand, Inc., a Delaware corporation located and doing business at 35 Airport Road, Morristown, New Jersey 07960 (hereinafter referred to as "ASSIGNOR"), is the owner of U.S. Application Serial No. 76/176,057 for the mark BLUEHOUND for computer software for use in portfolio management of government-owned liens, assets and receivables (hereinafter referred to as the "TRADEMARK");

WHEREAS, Plymouth Financial Co., a Delaware corporation located and doing business at 35 Airport Road, Morristown, New Jersey 07960 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARK, together with the goodwill of the business associated with the TRADEMARK;

NOW, THEREFORE, in consideration of good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR hereby transfers and assigns to ASSIGNEE the entire right, title and interest of ASSIGNOR in and to the TRADEMARK, together with the goodwill of the business associated with the TRADEMARK and the application therefor;

ASSIGNOR acknowledges that upon execution of this Assignment, ASSIGNEE shall be the exclusive owner of the TRADEMARK, and all goodwill associated therewith; and

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States and the official registry of all applicable foreign countries whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARK and

title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

ASSIGNOR does also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK and the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives;

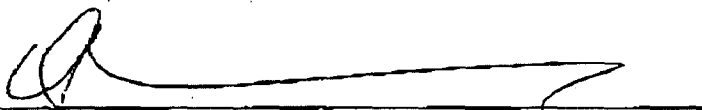
ASSIGNOR further agrees to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARK herein assigned;

ASSIGNOR agrees to cooperate with ASSIGNEE in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the TRADEMARK; and

ASSIGNOR also represents and warrants that it has the unqualified right and power to enter into this Agreement and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, of the TRADEMARK; that the TRADEMARK is valid, enforceable, subsisting and in good standing; and that the TRADEMARK has not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction; nor has any holding, decision or judgment been rendered by any governmental authority which would limit, cancel or question the validity, registrability or enforceability of the TRADEMARK.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument on this 23 day of

OCTOBER, 2001.




Xspand, Inc.

Name: DOUGLAS BADASZEWSKI

Title: EXECUTIVE VICE - PRESIDENT

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MORRIS)

On the 23 day of OCTOBER, 2001, before me personally came Douglas Badaszewski to me known, who being by me duly sworn, did depose and say that s/he holds the office of Executive Vice President of Xspand, Inc., the assignor described in and which executed the foregoing instrument, and that s/he was duly authorized to execute this Assignment on behalf of said corporation.


Notary Public

LAURA DOLAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 30, 2005