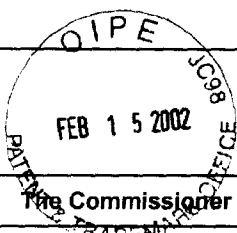


02-22-2002

ICE

Docket No. 02990.0125



101991152

TRADEMARK RECORDATION FORM COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 2-15-02

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

Merger Month Day Year
02 04 2002

Change of Name

Other _____

Conveying Party Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02 04 2002

Name ForeAmerica, Inc. d/b/a/ Teetimes.com

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Back9 Technologies LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1311 Jamestown Road, Suite 203

Address (line 2) _____

Address (line 3) Williamsburg VA 23185
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Virginia

02/21/2002 LNUELLER 00000083 76122620

01 FC:481 40.00 DP

02 FC:482 350.00 DP

FOR OFFICE USE ONLY

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 202.663.8301

Name Cynthia D. Greer
 Address (line 1) ShawPittman LLP
 Address (line 2) 2300 N. Street, NW
 Address (line 3) Washington, D.C. 20037-1128
 Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 3

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)		
<u>76/122620</u> ✓	<u>76/122619</u>	<u>76/122618</u>	<u>2436033</u>	<u>2395933</u>	<u>2392870</u>
<u>76/122617</u>	<u>76/039506</u>	<u>76/039549</u>	_____	_____	_____
<u>75/856138</u>	<u>75/649127</u>	<u>75/649126</u>	_____	_____	_____

Number of Properties Enter the total number of properties involved. # 15

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 390

Method of Payment: Enclosed Deposit Account

Deposit Account
 (Enter for payment by deposit account or if additional fees can be charged to the account.)

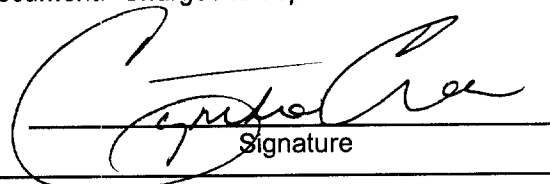
Deposit Account Number: # _____

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.

Cynthia D. Greer
 Name of Person Signing


 Signature

2/15/02
 Date Signed

SHAW PITTMAN
TRADEMARK RECORDATION FORM COVER SHEET CONTINUATION

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name _____

DBA/AK/A/T/A _____

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.)

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)

<u>75/777622</u>	<u>75/649128</u>	<u>75/979956</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is entered into as of February 4, 2002, by and between ForeAmerica, Inc., a Delaware corporation, d/b/a/ Teetimes.com ("Teetimes"), and Back9 Technologies, LLC, a Virginia limited liability company ("Back9").

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated January 12, 2001, as amended by Amendment No. 1 to Amended and Restated Security Agreement dated June 1, 2001 (the "Security Agreement"), Teetimes granted Carl M. Freeman and Associates, Inc., a Maryland corporation ("CMFA"), a security interest in certain Collateral (as defined in the Security Agreement) as security for the payment of certain indebtedness and performance of certain other obligations;

WHEREAS, Teetimes issued the following notes to CMFA to evidence certain obligations to CMFA: Secured Convertible Promissory Note in the amount of \$150,000 dated June 1, 2001 (the "June 1 Note"), Secured Convertible Promissory Note in the amount of \$200,000 dated June 25, 2001 (the "June 25, Note"), Secured Convertible Promissory Note dated July 12, 2001 in the maximum principal amount of \$1,600,000 (the "Grid Note"), and the ForeAmerica, Inc. 10% Promissory Note dated February 21, 2001, as amended by Amendment No. 1 dated as of June 1, 2001 and by Amendment No. 2 dated August 27, 2001, in the maximum principal amount of \$1,050,000 (as amended to date, the "T-Links Note");

WHEREAS, Teetimes and CMFA agreed to restate the Grid Note as two separate notes, one in the principal amount of \$1,012,166 (the "CMFA Grid Note"), and one in the principal amount of \$532,600 (the "Back9 Grid Note");

WHEREAS, CMFA transferred the June 1 Note, the June 25 Note and Back9 Grid Note to Back9 and assigned its security interest in a portion of the Collateral, including the intellectual property described below (the "Foreclosed Collateral"), to Back9;

;
WHEREAS, Teetimes is in default under the June 1 Note, the June 25 Note and the Back9 Grid Note; and

WHEREAS, Back9 foreclosed on the Foreclosed Collateral, pursuant to a Strict Foreclosure Agreement with Teetimes.

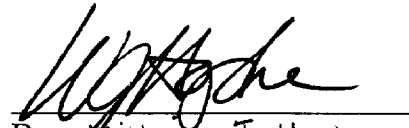
Now, therefore, Teetimes hereby assigns to Back9:

1. All of Teetimes' right, title and interest in and to all the of the copyrights, works of authorship, patents, patentable inventions, trademarks, service marks, domain names, trade names, slogans, logos, computer software, magnetic media, data processing files, systems and programs, trade secrets, franchises, and other intangible assets set forth in Schedule A, and any registrations and applications for registration of any such intangible assets, and all business associated therewith, which business is ongoing and existing;

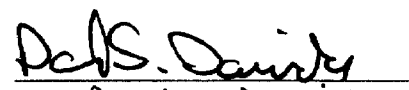
2. All goodwill associated with the trademarks, service marks, domain names, trade names, slogans and logos listed on Schedule A; and
3. All of Teetimes' rights in software licenses specified on Schedule A.

IN WITNESS WHEREOF, Teetimes and Back9 have caused this Assignment of Intellectual Property to be duly executed on this 4th day of February, 2002.

ForeAmerica, Inc. d/b/a
Teetimes.com

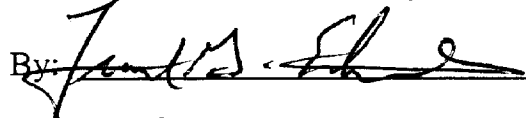

By: William J. Hopke
Its: President

Back9 Technologies, LLC


By: David S. Dawicke
Its: Manager

Carl M. Freeman Associates, Inc. hereby disclaims any and all right, title and interest, including liens and security interests, in and to the property described on Schedule A.

Carl M. Freeman Associates, Inc.

By: 
Name: Frank G. Edwards
Title: Senior Vice President

SCHEDULE A TO ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks, Service Marks and Logos:

<i>Registration No.</i>	<i>Mark</i>
2,436,033	TEETIMES.COM
2,395,933	Miscellaneous Design
2,392,870	DRIVING THE EVOLUTION OF GOLF

<i>Serial No.</i>	<i>Mark</i>
76/122620	REAL-TIME REAL EASY
76/122619	TEETIMES.COM
76/122618	TEETIMES.COM REAL TIME REAL EASY MAKE YOUR GAME.
76/122617	MAKE YOUR GAME
76/039506	GOLF IS LOCAL
76/039549	INTERNET GOLFER
75/856138	TEETIMES.COM
75/649127	FOREAMERICA
75/649126	FORETEETIMES
75/777622	FORE TEE TIMES
75/649128	TEE-MAX
75/979956	TEE-MAX

Trade Names:

ForeAmerica, Inc.
Teetimes.com
Innovative Technical Solutions, Inc.

Domain Names:

<teetimes.com>

Works of Authorship, Software:

TXu-674-683 Fore tee times v.2.0;

TX-5-222-682 Fore tee times v. 3.0

TXu-995-047 POS v. 1.0