

Computer-Generated Form PTO-1594 (rev 12-95)

U. S. Department of
Commerce

Attorney Docket No. 058720-1
Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
International Assets Advisory, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Florida
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: James Moy

Address: 135-07 63rd Avenue
Flushing, New York 11367

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other _____

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: February 28, 2002
Effective Date: February 28, 2002

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

A. Trademark Application No. 7 B. Trademark Registration No. 1925390

Additional numbers attached? Yes No

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

Bruce J. Goldner, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
919 Third Avenue
New York, New York 10022-3897

6. Total number of registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00


Enclosed

All or any deficiency is authorized to be charged to Deposit Account No. 19-2385.

8. Deposit Account No. 19-2385

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.

Bruce J. Goldner  June 18, 2002
Name Signature Date

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

TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made as of the 28th day of February, 2002 (the "Effective Date") between International Assets Advisory LLC, a corporation organized and existing under the laws of the State of Florida with offices at 300 South Orange Avenue, Suite 1100, Orlando, Florida, United States of America 32801 ("Assignor"), and James Moy, an individual residing in the State of New York at 135-07 63rd Avenue, Flushing, New York, United States of America 11367 ("Assignee").

WHEREAS, Assignor is the owner of (i) the name, trademark, and service mark GLOBAL INSIGHTS, (ii) all applications, registrations, and common law rights related thereto, including, without limitation, U.S. Reg. No. 1,925,390, and (iii) the goodwill associated therewith (collectively, the "Trademark");

WHEREAS, Assignor agrees to sell and assign the Trademark and any Internet domain names incorporating or similar to the Trademark ("Domain Names"), if any, to the Assignee, and the Assignee agrees to acquire the Trademark and the Domain Names.

NOW, THEREFORE, for good and valuable consideration, set forth below, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells and assigns to Assignee the entire right, title, and interest in and to the Trademark and the Domain Names, and any renewals thereof, all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademark, all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding to the foregoing throughout the world.
2. Purchase Price. The purchase price for the Trademark shall be \$75,000, which Assignee shall deliver to Assignor by wire transfer of immediately available funds, within 3 business days of the Effective Date, to the following account: Suntrust Bank, 200 South Orange Avenue 327801, ABA# 063102152. Account # for Global Assets Advisors: 0215252211034 This agreement shall become effective as of the date it is executed by both parties hereto (the "Effective Date").

In addition, Assignee agrees to pay the Assignor fifty percent (50%) of any recovery (net of reasonable attorneys fees and expenses) that arise from a cause of action brought within four (4) years of the Effective Date for infringement or misappropriation of the Trademark that arose prior to the Effective Date. Assignee agrees to defend, indemnify, and hold Assignor, its officers, directors, agents, and employees harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Assignor based upon the actions or activity of Assignee, whether such actions, inactions or activities occurred prior to or subsequent to the Effective Date. Assignor shall have the right to defend any such action or proceeding with attorneys of its own selection, as well as the right to undertake and conduct the defense of any cause of such action so brought and handle any such claim or demand, subject to Assignor's cooperation with Assignee in connection therewith. The foregoing indemnity shall survive the fulfillment of this Assignment and the expiration or termination of the license set forth in Section 4.


3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows: (a) Assignor is the sole and exclusive owner of the Trademark; (b) Assignor has full power and authority to enter into and perform its obligations under this Assignment; (c) Assignor has not received any notice of a third party challenging the ownership, use, validity or enforceability of the Trademark; and (d) there are no licenses, settlements, consents, judgments, orders, concurrent use or other agreements which restrict Assignor's rights, or grant any third party a right, to use the Trademark. Assignee represents and warrants to Assignor that he will not sell, assign or sub-license the Trademark to Diego Veitia, Tresa Veitia-Williamson, or any person under their control,

or to any entity owned, managed, controlled or affiliated with Diego Vaitia, or Tresa Vaitia-Williamson.

- 4. License Grant Term. Assignee hereby grants to Assignor, effective as of the Effective Date, a non-exclusive, perpetual (subject to termination in the event Assignor materially breaches this paragraph 4 and does not take reasonable steps to cure within 120 days following written notice by Assignee) license, without the right to sublicense, to the Trademark. Assignor shall use the Trademark only in the same form and manner as, and to no greater extent than, Assignor's use of the Trademark as of the Effective Date. At Assignee's request, Assignor will provide sample uses of the Trademark under the license granted herein, and Assignor shall make no other uses of the Trademark (including as Domain Names or otherwise).
- 5. Entire Agreement. This Assignment contains the entire agreement between the parties hereto with respect to the subjective matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, and may be modified or superseded only by the express written agreement of the parties. This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 6. Expenses and Further Assurances. All costs and expenses incurred by the Assignee in connection with this Agreement and the transactions contemplated hereby shall be borne by the Assignee, and costs and expenses incurred by Assignor in connection with this Assignment and the transactions contemplated hereby shall be borne by the Assignor. Assignor shall cause to be performed such lawful acts and to execute such further documents and Assignee may reasonably request to effectuate this Assignment.
- 7. Governing Law. This Assignment shall be governed by the laws of the State of New York, its rules of conflict of laws notwithstanding.
- 8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:
International Assets Advisory LLC


By: Todd Beron Michael Ward
Title: President/Chief Operating Officer
Chief Investment Officer

ASSIGNEE:
James Moy


By: James Moy
Title: In his Individual Capacity