

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):
James Moy

- Individual(s) ___ Association
 - ___ General Partnership ___ Limited Partnership
 - ___ Corporation
 - ___ Other _____
- Additional name(s) of conveying party(ies) attached? ___ Yes No

2. Name and Address of receiving party(ies)

Name: Global Insight, Inc.

Address: 1000 Winter Street
Suite 4300N
Waltham, MA 02451-1241

3. Nature of conveyance:

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

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

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

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

A. Trademark Application No. <u>7</u>	B. Trademark Registration No. <u>1925390</u>
Additional numbers attached? ___ Yes <input checked="" type="checkbox"/> 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
Name


Signature

June 18, 2002
Date

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

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT (the "Assignment") is made as of the 1st day of March, 2002 (the "Effective Date") between James Moy, an individual residing in the State of New York at 135-07 63rd Avenue, Flushing, New York, United States of America 11367 ("Moy" or "Assignor"), and Global Insight, Inc., a corporation organized and existing under the laws of the State of Delaware with offices at 1000 Winter Street, Suite 4300N, Waltham, MA 02451-1241 ("Assignee").

WHEREAS, pursuant to a Trademark Assignment Agreement and License dated February 28, 2002 between Assignor and International Assets Advisory LLC, attached hereto as Exhibit A (the "Assigned Agreement"), 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 has agreed to assign to Assignee and Assignee has agreed to receive from and assume the rights and obligations of Assignor under the Assigned Agreement;

WHEREAS, Assignor desires to assign, transfer, and set over to Assignee all of Assignor's rights, title, and interest in, to, and under, and all of Assignor's duties and obligations under the Assigned Agreement, effective as of the date of this Agreement;

WHEREAS, Assignee wishes to accept such assignment and transfer of the Assigned Agreement and to assume such duties and obligations;

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 of Trademark and Domain Names.** 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 days of the Effective Date. This agreement shall become effective as of the date it is executed by both parties hereto (the "Effective Date").
3. **Assignment of Assigned Agreement.** Assignor does hereby assign, transfer and set over unto Assignee all of Assignor's rights, title, and interest in, to, and under, and all of Assignor's duties and obligations under the Assigned Agreement (other than the obligation of Moy to pay the purchase price set forth in the first paragraph of Paragraph 2 of the Assigned Agreement).
4. **Assumption of Assigned Agreement.** Assignee, for itself, its successors and assigns, hereby accepts said assignment of all of Assignor's rights, title, and interest in, to, and under, the Assigned Agreement and assumes and agrees to pay, honor, perform, and otherwise discharge when due all obligations and liabilities of Assignor under the Assigned Agreement (other than the obligation of Moy to pay the purchase price set forth in the first paragraph of Paragraph 2 of the Assigned Agreement), as fully and to the same extent as if they had originally been named as a party therein

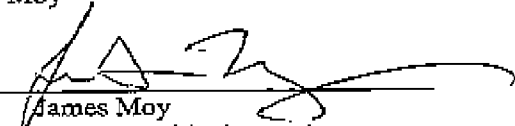
in place and stead of Assignor and agrees to be bound by and to perform, fulfill and carry out all of the conditions, agreements and obligations to be performed, fulfilled and carried out by Assignor under said Assigned Agreement. In the event that, subsequent to the date of this Agreement, Assignee fails to perform or observe any of the obligations assumed by Assignee hereunder, Assignee agrees that the other party to such Assigned Agreement may proceed directly against Assignee for the enforcement of such obligations.

- 5. Entire Agreement. This Assignment contains the entire agreement between the parties hereto with respect to the subject 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. Further Assurances. 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:
James Moy

ASSIGNEE:


 By: James Moy
 Title: In his individual capacity

 By:
 Title: