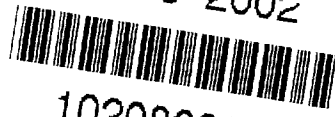


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Jean-Francois Plucker
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies)
Name: 4IP, Inc.
Internal Address:
Street Address: 5 Lighthouse Lane Old
City: Greenwich State: CT Zip: 06870
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] Corporation-State CT
[ ] 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
[X] Other Memorandum of Exclusive Trademark License Agreement
Execution Date: January 22, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78/097,840
78/102,247
Additional number(s) attached [ ] Yes [X] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: M. Christopher Bolen, Esq.
Internal Address:
Street Address: P.O. Box 13069
Research Triangle
City: Park State: NC Zip: 27709

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00
[X] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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.
M. Christopher Bolen
Signature: [Signature] Date: 4-19-02
Total number of pages including cover sheet, attachments, and document: 4

05/07/2002 DBYRNE 03000198 78497834
01 FC:481
02 FC:482

40.00 OP
25.00 OP
All documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002501 FRAME: 0144

# MEMORANDUM OF EXCLUSIVE TRADEMARK LICENSE AGREEMENT

THIS MEMORANDUM OF EXCLUSIVE TRADEMARK LICENSE AGREEMENT (this "Memorandum"), dated the 22nd day of March, 2002, but effective as of January 22, 2002 (the "Effective Date"), is by and between **Jean-Francois Plucker**, a Belgian citizen residing at 5 Lighthouse Lane, Old Greenwich, CT 06870, USA ("Licensor"), and **4IP, INC.**, a Connecticut corporation formerly known as **4IP RIGHTS, INC.**, with its principal office located at 5 Lighthouse Lane, Old Greenwich, CT 06870, USA ("Licensee").

On the Effective Date, Licensor granted to Licensee an exclusive license (the "License") to the trademarks listed on Exhibit A. Licensor and Licensee now desire to confirm the existence of the License as a matter of public record by recording this Memorandum setting forth the principal terms of the License.

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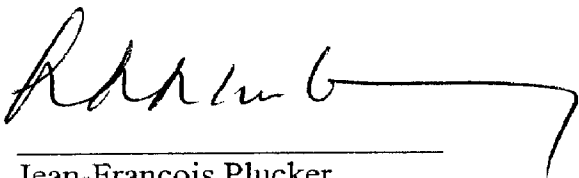
5. The License is governed by the laws of Connecticut.

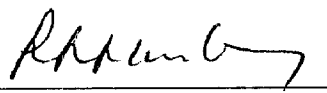
Acknowledged and agreed to by the parties as of the date first written above, but effective as of the Effective Date.

LICENSOR:

LICENSEE:

4IP, INC.

  
\_\_\_\_\_  
Jean-Francois Plucker

By:   
\_\_\_\_\_  
Jean-Francois Plucker  
President

**EXHIBIT A  
LICENSED TRADEMARKS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Goods and Services</u>
APPRECIATE INTANGIBLE ASSETS	78/097,840	December 12, 2001	<p>Computer software, namely, providing information and processing of information related to intangible assets and valuation of intangible assets, in International Class 09.</p> <p>Computer services, namely, providing information and advice related to intangible assets and valuation of intangible assets over global computer information networks, in International Class 35 (originally filed in International Class 42).</p>
4IP (Stylized)	78/102,247	January 11, 2002	<p>Computer software, namely, processing commercial, financial and advertising information relating to intangible assets and valuation of intangible assets, in International Class 9.</p> <p>Providing business and advertising services to others, computer services, namely, providing commercial, financial and advertising information relating to intangible assets over global computer information networks, in International Class 35.</p> <p>Financial services in the field of valuation of intangible assets, in International Class 36.</p>