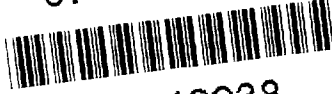


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07-03-2002



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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDA
TF

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): CFO Publishing Corporation</p> <p style="text-align: right; font-size: 2em;">06/28/02</p> <p>Additional name(s) of conveying party(ies) attached? No</p>	<p>2. Name and address of receiving party(ies) Name: The Brentwood Group International, LLC Street Address: 3100 West End Avenue, Suite 1050 City: Nashville ST: Tennessee ZIP 37203 Additional name(s) & address(es) attached? No</p>
<p>3. Nature of conveyance: Corrective Assignment to remove and correct the previously recorded Assignment on Reel 1093/ Frame 0165 which was recorded against the wrong application. Execution Date: October 5, 1998</p>	

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

A. Trademark Application No.(s): 74/400,474 B. Trademark No.(s): 1,943,353

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: WADDEY & PATTERSON BANK OF AMERICA PLAZA SUITE 2020 414 UNION STREET NASHVILLE, TN 37219</p> <p>Customer No. 23456</p>	<p>6. Total number of applications and trademarks involved: 1</p> <p>7. Total fee (37 CFR 3.41):..... \$40.00 The fee is enclosed.</p> <p>8. Deposit account number: 23-0035 (Attach duplicate copy of this page if paying by deposit account.)</p>
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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.

Edward D. Lanquist, Jr.

Name of Person Signing

Signature

u/20/02

Date

07/02/2002 DBYRNE 00000201 1943353 Total number of pages including cover sheet, attachments, and document: 9

01 FC:401 40.00.00
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

TRADEMARK
REEL: 002537 FRAME: 0931

ASSIGNMENT OF TRADEMARK AND PENDING APPLICATION

WHEREAS, WALL STREET FINANCIAL COMPANY, located and doing business at 233 Merchant Street, 2nd Floor, Honolulu, Hawaii 96813, has adopted and used in its business the trademark for which it has filed an application for registration, Serial No. 74/400474 dated June 11, 1993 in the United States Patent and Trademark Office; and

WHEREAS, MICROSHOE, INC., located and doing business at 876 Curtis Street, Suite 2105, Honolulu, Hawaii 96813, is desirous of acquiring said mark.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, WALL STREET FINANCIAL COMPANY does sell, assign, transfer and set over to MICROSHOE, INC. the entire right, title, and interest in, to said trademark and the good will of the business associated with the mark, and the Commissioner of Patents and Trademarks is requested to issue the certificate of registration of said mark to said MICROSHOE, INC.

WALL STREET FINANCIAL COMPANY

By:

Gerhard W. Kaler
(Name and Title) President

Dated: 12-16-93

Attest:

Richard J. Hansen
Secretary

(Corporate Seal)

RECORDED
PATENT AND TRADEMARK
OFFICE

JAN 12 1994

TRADEMARK

REEL 1093 FRAME 166

TRADEMARK

REEL: 002537 FRAME: 0932

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") dated as of October 5th 1998, is made by and between **CFO PUBLISHING CORPORATION** ("Seller"), and **THE BRENTWOOD GROUP INTERNATIONAL, LLC** ("Purchaser").

WHEREAS, Seller owns all of the rights to the name "American Financial Association" and has operated and managed a trade association known as the American Financial Association;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of its right to the name and all of the assets related to or used in the operation of the trade association, including the membership lists, on the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, the mutuality and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SECTION 1.01. Purchase and Sale. The transactions contemplated by this Agreement shall occur on the terms and subject to the conditions set forth in this Agreement.

(a) **Sale.** Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and accept, on the Closing Date, all of Seller's rights, title and interests in and to the Purchased Assets, and Purchaser shall pay to Seller the sum of Twenty-Five thousand Dollars (\$25,000.00) in cash. In addition Purchaser shall assume the liability of the Seller for unearned membership dues presently recorded on the Sellers books. Seller represents that, to the best of its knowledge, such liability does not exceed \$17,500.00.

(b) **Purchased Assets.** The Assets to be purchased are as follows:

(i) All rights to the name American Financial Association as evidenced by the Certificate of Registration issued by the Commissioner of Patents and Trademarks for the mark: AFA American Financial association, and design (logo).

(ii) All membership lists including names, addresses, business affiliation, paid dues, and copies of correspondence received from members.

(iii) any and all files, records, print materials, equipment, and supplies specifically related to the management of the trade association.

SECTION 1.02. Closing.

(a) Subject to the terms and conditions of this Agreement, the purchase and sale of the Purchased Assets contemplated hereby shall take place at a closing (the "Closing") at 12:00 p.m., local time, at the offices of the Seller or at such other time or place or on such other date as Purchaser and Seller may mutually agree.

(b) Deliveries by Purchaser. At the Closing, Purchaser shall deliver the purchase price and an assumption of the liability for unearned membership dues.

(c) Deliveries by Seller. At the Closing, Seller shall deliver to the Purchaser, or its assigns, an Assignment of the Certificate of Registration issued by the Commissioner of Patents and Trademarks for the mark: AFA American Financial association, and design (logo), and a Bill of Sale for the remainder of the purchased assets.

ARTICLE II

SECTION 2.01. Representations and Warranties. Seller represents and warrants to Purchaser that it has the right to transfer good title to the purchased assets and there are no liens and encumbrances against any of the assets. Seller further warrants and represents that the registration of the name is in good standing and will be in good standing at the time of the closing.

SECTION 2.02 Competition. Seller hereby agrees that it will not, for a period of two (2) years from the date of this agreement, own, engage in, or operate, directly or indirectly, any business or association in competition with the trade association being purchased under this agreement.

SECTION 2.03 Default. To the extent that the Purchaser alleges, at any time subsequent to the closing, that the Seller has not complied with any provision in this Agreement, then the Purchaser agrees that the maximum liability and damage which it may seek from the Seller is specifically limited to \$25,000.00.

SECTION 2.04. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and shall be binding on the parties and their heirs and assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the 5th day of October, 1998.

PURCHASER:
THE BRENTWOOD GROUP INTERNATIONAL,
LLC

By: [Signature]
Title: Chief Executive Officer

SELLER:
CFO PUBLISHING CORPORATION

By: [Signature]
Kevin Quinlan, Chief Operating Officer

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement made and entered into as of October 5th, 1998, by and between CFO PUBLISHING CORPORATION ("Assignor") and THE BRENTWOOD GROUP INTERNATIONAL, LLC (Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement of even date herewith Assignor agreed to transfer to Assignor as of the closing date, certain assets, subject to the assumption of the Assignee of certain obligations of the Assignor. The parties therefore agree as follows:

1. Assignor hereby assigns to the Assignee all of its rights to the name "American Financial Association" as evidenced by the Certificate of Registration issued by the Commissioner of Patents and Trademarks for the mark: AFA American Financial Association, and Design (Logo), a copy of which is attached hereto as Exhibit A. Assignor agrees to execute any documents necessary to transfer the registration of the Certificate with the Commissioner of Patents and Trademarks.

2. Assignee hereby assumes and agrees to perform all of the terms and obligations of the unearned membership dues presently recorded on the Seller's books for membership in the American Financial Association.

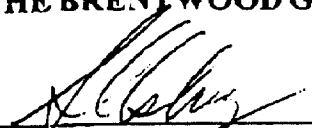
3. The provisions of this Assignment and Assumption Agreement shall be binding upon and adhere to the benefit of the Assignor and the Assignee and their respective successors and assigns.

CFO PUBLISHING CORPORATION



Kevin Quinlan, Chief Operating Officer

THE BRENTWOOD GROUP INTERNATIONAL, LLC.



S. A. Asbury, Chief Manager

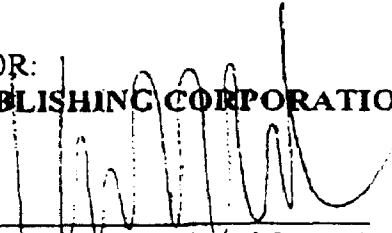
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that CFO PUBLISHING CO., ("Grantor"), subject to all the terms and conditions of the Asset Purchase Agreement dated October 5th, 1998, for good and valuable consideration, the receipt and adequacy of which is acknowledged by Grantor, does hereby sell, set over, transfer, assign, and convey unto **THE BRENTWOOD GROUP INTERNATIONAL, LLC**, its successors and assigns, all right, title, and interest in and to the membership lists, correspondence related to members, materials, equipment, supplies, and other property related to or used in the operation and management of the trade association, American Financial Association.

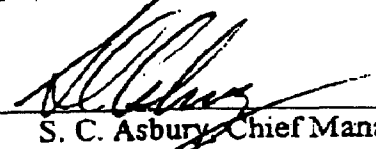
And for the same consideration, Grantor, for itself, its successors and assigns covenants with and warrants unto Grantee, its successors and assigns that: (1) Grantor is the lawful owner of the assets hereby conveyed; (2) Grantor has good and marketable title to said assets; and (3) said assets are free and clear of any liens and encumbrance of any kind, character or nature, except as disclosed in the Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Bill of Sale this the 5th day of October, 1998.

GRANTOR:
CFO PUBLISHING CORPORATION

By: 
Kevin Quinlan, Chief Operating Officer

GRANTEE:
THE BRENTWOOD GROUP INTERNATIONAL, LLC

By: 
S. C. Asbury, Chief Manager