



OFFICE OF PATENT RECORDS

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TRADEMARKS ONLY

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:

1. Name and address of conveying party(ies): 9-18-02

Name: BigStep.com
Address: 2601 Mission Street, 5th Floor
San Francisco, CA 94110

Individual Association
 General Partnership Limited Partnership
 Corporation, State of California
 Other: _____

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

2. Name and address of receiving party(ies):

Name: Affinity Internet, Inc.
Address: 3250 W. Commercial Blvd Floor 2
Fort Lauderdale, FL 33309-3408

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation, State of: Delaware
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) of receiving party(ies) attached?
 Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: September 11, 2002 Effective Date: September 9, 2002

4. Application Number(s) or Registration Number(s):

A. Trademark Application Number(s):

75/663,136
75/809,527
75/979,649

Additional numbers attached? Yes No

B. Trademark Registration Number(s):

Additional numbers attached? Yes No

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

Name: Mary Dougherty, Trademark Administrator

Address: Bingham McCutchen LLP
Three Embarcadero Center, Suite 1800
San Francisco, California 94111

6. Total applications and registrations involved: 3

7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment): 90.00

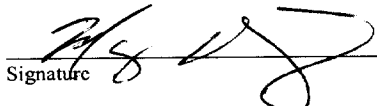
Enclosed
 Authorized to be charged to deposit account.
 The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Account Number 501193.

8. Deposit Account Number: 501193

09/24/2002 6TON11 00000001 501193 75663136
01 FC:481 40.00 CH
02 FC:482 50.00 CH

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.

Mary Dougherty  9-18-02
Name Signature Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This Trademark Assignment is made by the undersigned, BigStep.com, a California corporation ("**Assignor**") and Affinity Internet, Inc., a Delaware corporation ("**Assignee**") and is effective as of September 9, 2002.

WHEREAS, Assignor has filed applications to register the following trademarks and service marks (the "**Marks**") with the United States Patent and Trademark Office based on a bona fide intention to use the Marks in commerce (the "**Applications**");

<u>Mark</u>	<u>Application No.</u>
BIGSTEP.COM	75/663,136
BIGSTEP.COM	75/979,649
WHERE EBUSINESS IS EVERYBODY'S BUSINESS	75/809,527

WHEREAS, Assignor has not yet filed an allegation of use in the Applications pursuant to Section 1(c) or 1(d) (15 U.S.C. §§ 1051(c) and (d)) of the Trademark Act; and

WHEREAS, Affinity Internet, Inc., the successor to the ongoing and existing portion of Assignor's business to which the Marks pertain, is desirous of acquiring the Marks, together with the Applications and the goodwill of Assignor's business symbolized by the Marks, as well as any associated goodwill, and is an assign of that portion of Assignor's ongoing and existing business to which the Marks pertain.

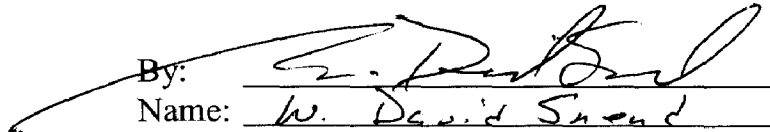
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest, including without limitation all common-law rights in the United States, and all applications, registrations, and common-law rights in all other countries and jurisdictions of the world, in and to the Marks and the applications and registrations, together with that portion of Assignor's business to which the Marks pertain, and that portion of the goodwill of Assignor's business symbolized by the Marks, and the right to recover damages and profits for any past, present, and future infringements of the Marks.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the date first written above.

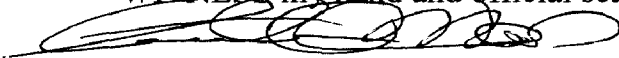
BIGSTEP.COM, INC.

By: 
Name: W. David Sneed
Title: Vice President, Asst. Secretary

State of FLORIDA
County of Broward

On this 11 day of SEPTEMBER, 2002, before me, ARTHUR P. HAAS, a Notary Public in and for the State of FLORIDA, personally appeared W. David Sneed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

