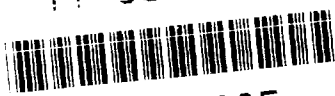


10121102 RECC
TR

11-05-2002


Docket No.:

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To the Honorable Commissioner of Patents and

102272605 are attached original documents or copy thereof.

1. Name of conveying party(ies):
Parekh, Deep

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional names(s) of conveying party(ies) Yes No

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

Name: **PlanCentral, Inc.**

Internal Address: _____

Street Address: **95 Morton Street**

City: **New York** State: **NY** ZIP: **10014**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **May 1, 2000**

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

A. Trademark Application No.(s)

76/001470 76/001426
76/001431 76/001405
76/001427 76/036053

Additional numbers Yes No

B. Trademark Registration No.(s)

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

Name: **Michael Schwarz**

Internal Address: _____

Street Address: **243 Main Street**

Suite 230

City: **New Paltz** State: **NY** ZIP: **12561**

6. Total number of applications and registrations involved:..... **6**

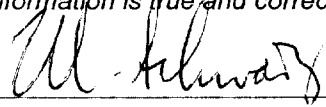
7. Total fee (37 CFR 3.41):.....\$ **\$165.00**

Enclosed **PTO-2038**
 Authorized to be charged to deposit account

8. Deposit account number: _____

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.

Michael Schwarz  **10.17.02**
Name of Person Signing Signature Date

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT is entered into as of May 1, 2000, by and between Deep Parekh ("Assignor"), a citizen of India residing at 7 Lakepoint Drive, New Milford, Connecticut 06776, and PlanCentral, Inc., a Delaware corporation ("Assignee"), having a place of business at 7 Lakepoint Drive, New Milford, Connecticut 06776.

IN CONSIDERATION of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor and the Assignee hereby agree:

1. "Trademarks" means the following trademarks and service marks:

- a. PLANCENTRAL
- b. LINK&PLAN
- c. KNOW&PLAN
- d. PLUG&PLAN
- e. SETUP&PLAN
- f. ASK&PLAN
- g. Miscellaneous design trademarks and service marks.

2. "Trademark Applications" means the following applications to register the trademarks and service marks filed in the United States Patent and Trademark Office:

- a. PLANCENTRAL - Serial No. 76/001470 filed on 3/16/2000
- b. LINK&PLAN - Serial No. 76/001431 filed on 3/16/2000
- c. KNOW&PLAN - Serial No. 76/001427 filed on 3/16/2000
- d. PLUG&PLAN - Serial No. 76/001426 filed on 3/16/2000
- e. SETUP&PLAN - Serial No. 76/001405 filed on 3/16/2000
- f. ASK&PLAN - Serial No. 76/036053 filed on 4/27/2000

3. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Trademarks and the Trademark Applications and all goodwill

associated therewith as well as the entire business of the Assignor to which the Trademarks and the Trademark Applications pertain.

4. The Assignor shall, for no additional consideration, execute and deliver to the Assignee in a form reasonably prescribed by the Assignee, all documents needed to register the assignment of the Trademarks, the Trademark Applications and any registrations which result from the Trademark Applications. The Assignor shall, for no additional consideration, execute such further documents and other papers and perform such other acts as may reasonably be necessary to carry out the assignment.

ASSIGNOR:

DPK
Deep Parekh

ASSIGNEE: PlanCentral, Inc.

By: DEEP PAREKH
Name and Title

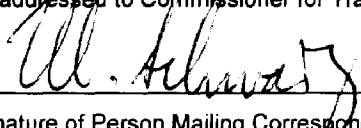
CHAIRMAN + CEO

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No: 78/021442)
)
Mark: MEET&PLAN)
)
Applicant: Parekh, Deep)
)
Registered: 02.08.09)

CERTIFICATE OF MAILING

I certify that this document is being deposited on October 17, 2002 with the U.S. Postal Service as First Class Mail under 37 C.F.R. 1.8, addressed to Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513



Signature of Person Mailing Correspondence

Michael Schwarz

Name of Person Mailing Correspondence

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

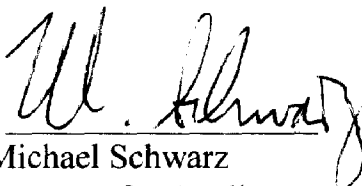
Dear Sir:

NOTIFICATION OF CHANGE OF OWNERSHIP

Please note that the above referenced Trademark was assigned to PlanCentral, Inc. on August 15, 2000. The Certificate of Registration should be in the name of PlanCentral, Inc.

Copies of the assignment and recordation cover sheet are attached.

Respectfully submitted,



Michael Schwarz
Attorney for Applicant
Michael Schwarz & Associates P.C.
625 Madison Avenue, 12th Floor
New York, NY 10022
Phone (212) 755 7662
Fax (212) 755 5234

Date: October 17, 2002

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Parekh, Deep

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **August 15, 2000**

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

Name: **PlanCentral, Inc.**

Internal Address: _____

Street Address: **95 Morton Street**

City: **New York** State: **NY** ZIP: **10014**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

78/021442

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: **Michael Schwarz**

Internal Address: _____

Street Address: **243 Main Street**

Suite 230

City: **New Paltz** State: **NY** ZIP: **12561**

6. Total number of applications and registrations involved:.....

1

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

- Enclosed **PTO 2038**
- Authorized to be charged to deposit account

8. Deposit account number:

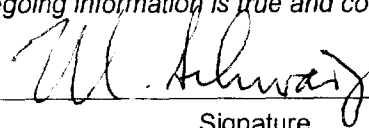
DO NOT USE THIS SPACE

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.

Michael Schwarz

Name of Person Signing



Signature

10.17.02

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

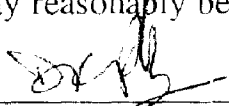
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT is entered into as of Aug. 15, 2000, by and between Deep Parekh ("Assignor"), a citizen of India residing at 305 East 85th Street, #2W, New York, New York 10028, and PlanCentral, Inc., a Delaware corporation ("Assignee"), having a place of business at 305 East 85th Street, #2W, New York, New York 10028.

IN CONSIDERATION of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor and the Assignee hereby agree:

1. "Trademark" means the following trademark and service mark:
 - a. MEET&PLAN
2. "Trademark Application" means the following application to register the trademark and service mark filed in the United States Patent and Trademark Office:
 - a. MEET&PLAN - Serial No. 78/021442 filed on 8/9/2000
3. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Trademark and the Trademark Application and all goodwill associated therewith as well as the entire business of the Assignor to which the Trademark and the Trademark Application pertain.
4. The Assignor shall, for no additional consideration, execute and deliver to the Assignee in a form reasonably prescribed by the Assignee, all documents needed to register the assignment of the Trademark, the Trademark Application and any registrations which result from the Trademark Application. The Assignor shall, for no additional consideration, execute such further documents and other papers and perform such other acts as may reasonably be necessary to carry out the assignment.

ASSIGNOR: _____


Deep Parekh

ASSIGNEE: PlanCentral, Inc.

By: DEEP PAREKH

Name and Title

CHAIRMAN + CEO