

12-13-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102310270

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

1. Name of conveying party(ies):

Focus Direct, Inc.

12-9-02

- 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: Datamark Inc.

Internal Address:

Address:

Street Address: 2305 Presidents Drive

City: Salt Lake State: Utah Zip: 84120

City

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 21, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2328242

Additional number(s) attached Yes No

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

Name: Lester K. Essig

Internal Address: Ray, Quinney & Nebeker

Street Address: 36 South State Street, Suite 1400

City: Salt Lake State: Utah Zip: 84111

6. Total number of applications and registrations involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Lester K. Essig Name of Person Signing

Signature

December 4, 2002 Date

Total number of pages including cover sheet, attachments, and document: 8

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

12/12/2002 GT0N11 00000128 2328242

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TRADEMARK REEL: 002632 FRAME: 0610

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this day of JUNE, 2000 ("Effective Date"), by and between FOCUS DIRECT, INC., a corporation organized under the laws of the State of Texas, with its principal office at 9707 Broadway, P.O. Box 17568, San Antonio, TX 78217-0568 ("Assignor"), and DATAMARK INC., a corporation organized under the laws of the State of Delaware with its principal office at 660 Madison Avenue, 15th Floor, New York, NY 10021 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that Asset Purchase Agreement dated as of May 24, 2000 (the "Purchase Agreement"), pursuant to which Assignor has agreed, inter alia, to cause Assignor to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A; (b) those foreign trademark registrations identified and set forth on Schedule B (the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured

under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, REASONABLE cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment. ASSIGNEE SHALL REIMBURSE ASSIGNOR FOR ALL REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED IN COMPLYING WITH ASSIGNEE'S REQUEST FOR ASSISTANCE.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark in the United States and any foreign equivalents.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 21st day of June, 2000.

DATAMARK INC.,

FOCUS DIRECT, INC.

By: Robert T. Puopolo

By: _____

Name: ROBERT T. PUPOLO

Name: _____

Title: PRESIDENT

Title: _____

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 21ST day of JUNE, 2000.

DATAMARK INC.,

By: _____

Name: _____

Title: _____

FOCUS DIRECT, INC.

By: [Signature]

Name: THOMAS W. LYLES, JR.

Title: Secretary

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

On this 21st day of June 2000, there appeared before me Robert T. Puopolo, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of President of DataMark Inc.

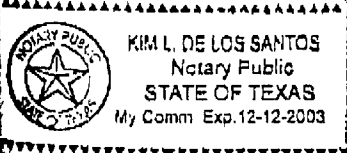
[Signature]
Notary Public

THOMAS J. MCRATTI
Notary Public, State of New York
No. 01-MC508005
Qualified in Kings County
Commission Expires June 16, 2001

STATE OF TEXAS)

COUNTY OF BEKAR) ss.:

On this 20th day of July 2000, there appeared before me Thomas W. Lytle, Jr., personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of as Secretary of Iconic Direct, Inc.


KIM L. DE LOS SANTOS
Notary Public
STATE OF TEXAS
My Comm Exp. 12-12-2003

[Signature]
Notary Public