

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LiquidTrader Technologies, Inc.		03/07/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	DATP, LP
Composed Of:	DATP GP, LLC
Street Address:	5010 Addison Circle
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number
Serial Number:	76258002
Serial Number:	76258003

CORRESPONDENCE DATA

Fax Number: (214)866-0010
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (214) 866-0001
 Email: dchalker@chalkerflores.com
 Correspondent Name: Chalker Flores, LLP
 Address Line 1: 12700 Park Central Drive
 Address Line 2: Suite 455
 Address Line 4: Dallas, TEXAS 75251

ATTORNEY DOCKET NUMBER:	GLTS:3012 AND 3013
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NAME OF SUBMITTER:

Daniel Chalker

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is made and entered into as of March 7, 2003, by and among LIQUIDTRADER TECHNOLOGIES, INC., a Texas corporation ("Assignor"), and DATP, LP, a Texas limited partnership ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 7, 2003 (the "Purchase Agreement"), pursuant to which Assignee has purchased substantially all of the assets of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. **Assignment and Assumption of Assumed Obligations.** Effective as of 1:30 p.m. (CST) on March 7, 2003 (the "Effective Time"), ASSIGNOR HEREBY ASSIGNS, SELLS, TRANSFERS AND SETS OVER (COLLECTIVELY, THE "ASSIGNMENT") TO ASSIGNEE all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, each of the Assumed Obligations. Assignee hereby accepts the assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Obligations; *provided, however*, it is expressly reaffirmed between the Parties that Assignee does not agree to assume any Liability resulting from nonperformance, incomplete or defective performance or Breach or default of any of the Assumed Contracts arising on or prior to the Closing Date or any Liabilities resulting from the transfer or assignment thereof.

3. **Retention of Excluded Obligations.** Pursuant to the terms of the Purchase Agreement, and as further assured hereunder, Assignee hereby agrees to retain, pay and make adequate provision for the payment in full, of all Excluded Obligations. *Assignee assumes no Excluded Obligations, and the parties hereto agree that all such Excluded Obligations shall remain the sole responsibility of Assignor.*

4. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Obligations, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern; *provided, however*, this Assignment shall be interpreted broadly to provide its maximum benefit to Assignee and, as such, any term or provision hereof which extends or broadens the benefits available to Assignee beyond those provided in the Purchase Agreement shall not be deemed in conflict herewith.

5. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

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ASSUMPTION AGREEMENT
Wizetrade/LiquidTrader

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6. **Binding Effect.** This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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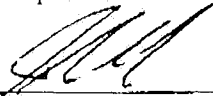
ASSIGNMENT AND
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WizeTrade/LiquidTrader

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

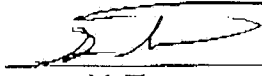
LIQUIDTRADER TECHNOLOGIES, INC.
a Texas corporation

By: 
Name: John Dankovchik
Its: President

ASSIGNEE:

DATP, LP
a Texas limited partnership

BY: DATP GP, LLC

By: 
Name: George M. Thompson
Its: Manager

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