

02-04-2003

2-4-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECC TF



102356079

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Aternic Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/18/02

2. Name and address of receiving party(ies)

Name: ProProject Inc. Internal Address: Street Address: 810 72nd Avenue City: Plantation State: FL Zip: 33317

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,520,798

2,520,799

Additional number(s) attached Yes No

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

Name: Judith Silver, Esq., Silver Law Inc.

Internal Address:

Street Address: 1007 N. Federal Hwy, #182,

City: Fort Lauderdale State: FL Zip: 33304

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Judith Silver Name of Person Signing

[Signature] Signature

1/29/03 Date

Total number of pages including cover sheet, attachments, and document: 6

02/05/2003 6TON11 00000010 2520798

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

01 FC:0521 40.00 00 02 FC:0522 25.00 00

TRADEMARK REEL: 002664 FRAME: 0232

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF PROPRIETARY RIGHTS IN TRADEMARKS ("Assignment") is made as of December 18th, 2002 by and between Afternic.com, Inc., a Delaware corporation with a mailing address of 575 Eighth Avenue, New York, New York 10018 (the "Assignor"), to ProProject, Inc. a Florida corporation with a mailing address of 810 NW 72nd Avenue, Plantation, FL 33317 (the "Assignee").

WHEREAS, Assignor is the owner of the Trademark registration for the mark AFTERNIC filed with the United States Patent and Trademark Office (Reg. No. 2,520,798) and the mark DNESCROW filed with the United States Patent and Trademark Office (Reg. No. 2,520,799) (the "Trademarks"); and

WHEREAS, in accordance with the Marketing and Assignment Agreement, dated as of December 18th, 2002, between the Assignor and the Assignee (the "Agreement"), the Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks, including the goodwill, registration, application and common law rights associated with the mark.

NOW THEREFORE, in consideration good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. **Assignment.** Assignor does hereby assign, sell and transfer unto the Assignee all of its right, title and interest in and to the Trademarks, worldwide, together with (a) all registrations of and registration applications for the Trademarks and any trade names registrations or uses of the Trademarks, (b) the goodwill associated with the Trademarks, and (c) all rights to license, control, sue and recover for profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilutions of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.
2. **Delivery.** Assignee will pay all fees and take all action associated with recording the assignment of the Trademarks with the United States Patent and Trademark Office. In addition, Assignor and Assignee shall execute any and all documentation reasonably necessary and/or take any action reasonably necessary to effect or achieve the purpose of this Assignment and transfer and assignment of all right, title and interest in the Trademarks in any and all appropriate countries or jurisdictions. Until the appropriate assignment document is recorded in the particular jurisdiction, Assignor agrees to take any appropriate action or authorize Assignee to take such action in the name of Assignor, in connection with any Trademarks being transferred hereunder, as reasonably requested by Assignee. Assignor shall not at any time contest or challenge, bring any law suit or claims, injunctive or civil, through arbitration or courts, against Assignee related to or arising out of its use of the Trademarks.
3. **Waiver And License.** If Assignor has any rights to Trademarks that cannot be assigned, sold, transferred or conveyed hereunder to Assignee, (a) Assignor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Assignee with respect to such rights, and agrees, at Assignee's request, to consent to and join in any action to enforce such rights against third parties at Assignee's expense, and (b) Assignor unconditionally and irrevocably grants to Assignee an exclusive, irrevocable, perpetual, worldwide, sublicenseable fully paid and royalty-free license to use any such Trademark rights.
4. **Survival.** After Register has received payment set forth in Section 2(A) of the Agreement, this Assignment of Trademarks shall become irrevocable and shall survive all such termination of this Assignment or this Agreement.
5. **Miscellaneous.** This Assignment is made pursuant to, and subject to the terms of, the Agreement. To the extent of a conflict between the provisions of this Assignment and the Agreement, the provisions of the Agreement shall govern. This Assignment shall be governed by the laws of the State of New York, USA, without respect to its conflicts of laws rules and Assignee and Assignor consent to exclusive jurisdiction and venue in any and all disputes hereunder in the state or federal courts of the City of New York. Each party hereto hereby waives personal service of any summons, complaint or other process by any means, manner or method.

RC TG

Confidential

RC

TRADEMARK
REEL: 002664 FRAME: 0233

other than in the manner provided for the giving of notices to such party in the Agreement, and agrees that any process served upon such party in such manner provided for in the Agreement shall have the same validity and legal force and effect as if served upon such party personally within the State of New York and each party agrees that it will not assert the defense of lack of personal jurisdiction or forum non-conveniens in response to any such action or seek to change venue from the forum in which any such action is initially commenced. If any provision of this Assignment is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Assignment shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of the applicable law. Any waiver of a provision of this Assignment must be in writing and signed by the party to be charged. Except as a party may be specifically authorized in writing by any other, nothing herein contained shall be construed as authorizing a party to bind the other in any way not in which either party is either party an agent, joint venturer, employee, or representative of the other. Except as set forth herein, the Assignor may not assign this Assignment and an attempted assignment shall be void.

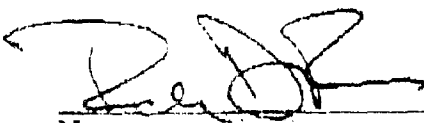
2
12/17/2002
Confidential

RC PG

TRADEMARK
REEL: 002664 FRAME: 0234

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the ____ day of December, 2002.

AFTERNIC.COM, INC.



Ry
A TR

Name:

Title:

In presence of:

STATE OF NEW YORK)

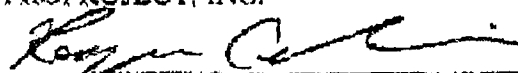
) ss.:

COUNTY OF NEW YORK)

On December ____, 2002, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, executed the instrument.

Notary Public

PROPROJECT, INC.



Name: Roger Collins

Title: President

In presence of:

STATE OF _____)

) ss.:

COUNTY OF _____)

On December ____, 2002, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, executed the instrument.

Notary Public

POWER OF ATTORNEY AT LAW

AFTERNIC

Registration Number: 2520798

Name of Assignee: Proproject Inc.

Date of Signature: 1/28/03

Judith Silver of Silver Law Inc., to file this assignment of ownership, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificate of registration and other correspondence and documentation.



Assignee

POWER OF ATTORNEY AT LAW

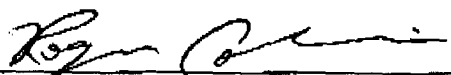
DNESCROW

Registration Number: 2520799

Name of Assignee: Proproject Inc.

Date of Signature: 1/28/03

Assignee hereby appoints: Judith Silver of Silver Law Inc., to file this assignment of ownership, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificate of registration and other correspondence and documentation.



Assignee