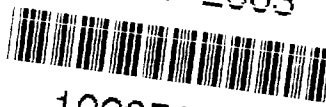


02-05-2003

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Correct



102356815

To the Honorable Commissioner of Patents and Trademarks: Please record the attachments or copy thereof.

1. Name of the conveying party(ies): **2-303**
iForce Group Limited

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

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

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

Name: iForce Limited
Internal
Address:
Street Address: Imber Court Business Park
Orchard Lane
City: East Molesey State: Surrey
Zip: KT8 0BZ Country: ENGLAND

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: England
 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: **RESUBMISSION OF ASSIGNMENT TO CORRECT ASSIGNEE'S ADDRESS**

Execution Date: April 30, 2002

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

A. Trademark Application No.(s)
78/025,377

Additional numbers attached Yes No

B. Trademark Registration No.(s)

FEDERAL RECORDS SECTION
MAY 7 7:54 AM '03

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

Name: Mary C. Bonnema
Internal Address: MCGARRY BAIR PC
Street Address: 171 Monroe Avenue, NW, Suite 600
City: Grand Rapids State: MI Zip: 49503

02/04/2003 TDIAZ1 00000207 502003 78025377
01 CT8321 40.00 CH

6. Total number of applications and registrations involved: _____

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-2003
(Attach duplicate copy of this page if paying by deposit account)

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 C. Bonnema *Mary C Bonnema* 1/24/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3 Atty. Docket No. 70933-106

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

Tab settings ↔↔↔

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

1. Name of the conveying party(ies):
iForce Group Limited

9-13-02

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: iForce Limited
Internal
Address:

Street Address: Pondwood Close
Moulton Park

City: Northampton State: Northamptonshire
Zip: NN3 6DF Country: ENGLAND

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: England
 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: April 30, 2002

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

A. Trademark Application No.(s)
78/025,377

Additional numbers attached Yes No

B. Trademark Registration No.(s)

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

Name: Mary C. Bonnema
Internal Address: MCGARRY BAIR LLP
Street Address: 171 Monroe Avenue, NW, Suite 600

City: Grand Rapids State: MI Zip: 49503

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: 50-2003

(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.

Mary C. Bonnema *Mary C. Bonnema* *August 19, 2002*

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3 Atty. Docket No. 70933-106

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

09/16/2002 6TMM11 00000226 502003 78025377

01 FC:481 40.00 CH

G0063098

PARTIES

- (1) **THOSE PERSONS** whose names and addresses are set out in column 1 of Schedule 1 (the "**Assignors**")
- (2) **iFORCE LIMITED** (Company Number 03441816) whose registered office is at Imber Court Business Park, Orchard Lane, East Molesey, Surrey KT8 0BZ (the "**Assignee**")

INTRODUCTION

- A The Assignors are the owners of registered and unregistered intellectual property rights used in the iForce Business.
- B The Assignors and Hamsard 2428 Limited have, inter alia, entered into a share purchase agreement on todays date for the sale and purchase of the entire issued share capital of the Assignee and certain intellectual property rights of iForce Group Limited (the "**Share Purchase Agreement**").
- C Pursuant to the Share Purchase Agreement the Assignee now wishes to obtain and the Assignors have agreed to grant an assignment to the Assignee of the intellectual property rights used in the iForce Business upon the terms and conditions set out in this Assignment.

IT IS AGREED THAT:

1 DEFINITIONS

- 1.1 In this Assignment, including the recitals and schedules:

"Domain Names" means those internet domain names set out in Schedule 3 to this Assignment

"iForce Business" means the business and trading carried on by the Assignee under the trading name "iForce" up to the date of this Agreement

"Assigned IPR" means all of the intellectual property rights transferred from the Assignors to the Assignee by this Assignment.

"Trade Marks" means those registered trade marks set out in Schedule 2 to this Assignment

2 ASSIGNMENT

- 2.1 In consideration of the sum of £2.00 now paid by the Assignee to the Assignors in equal proportions (receipt of which the Assignors hereby acknowledge), the Assignors as legal and beneficial owners hereby assign with full title guarantee to the Assignee absolutely:

- (a) All right and title and interest in and to the Trade Marks together with all the rights, powers and benefits conferred on the Assignors in respect of the Trade Marks together with the full and exclusive benefits of them;

- (b) The right to sue for infringement and/or passing off whether prior to or on or after the date of this Assignment and to recover and retain any damages and other remedies obtained as a result of such action;
- (c) The right to apply for, prosecute and obtain similar protection throughout the world in respect of the Trade Marks, including the right to apply for registration of the Trade Marks or similar protection in any country of the world and including the right to claim priority from the Trade Marks;
- (d) All right and title and interest in and to the Domain Names together with all the rights, powers and benefits conferred on the Assignors in respect of the Domain Names together with the full and exclusive benefits of them;
- (e) The goodwill of the Assignors concerned in the goods and services in respect of which the Trade Marks and Domain Names are registered;
- (f) All right title and interest of the Assignors in and to any unregistered trading names used in the iForce Business;
- (g) All of the Assignors' goodwill in any such unregistered trading names as may be assigned under clause 2.1(f) above.
- (h) All of the Assignors' rights in all software products developed by, within or exclusively for the use of the iForce Business, including but not limited to the copyright in the software products set out in the fourth schedule to this Assignment (the "**Software Products**").
- (i) Without limitation, any and all other intellectual property rights, belonging to the Assignors, which are necessary for the carrying on of the iForce Business and used in the iForce Business at the date of this agreement.

3 ASSIGNORS' OBLIGATIONS

- 3.1 The Assignors shall, at the request of the Assignee and at the Assignee's expense, execute any further documents and do such further acts as the Assignee may require to vest the Assigned IPR in the Assignee to enable the Assignee to become registered as the proprietor or applicant of the Assigned IPR on the relevant registers or to assist the Assignee in applying for and obtaining registration of any of the Assigned IPR and to secure the benefits of the rights hereby assigned.
- 3.2 Hereafter the Assignors shall not at any time or for any reason challenge the validity, subsistence or the Assignee's ownership of the Assigned IPR.
- 3.3 The Assignors hereby waive any and all moral rights they may have in any of the Assigned IPR under the Copyright Designs & Patents Act 1988 and any other rights of like nature which they have under any other legislation whether in the UK or anywhere else in the world.
- 3.4 In the event that within 6 months of the date of this Assignment the Assignee discovers that it requires the Assignment of additional intellectual property of whatsoever description from any member of iForce Group Limited's (the "**First Assignor**") group from time to time and required in order to continue the iForce Business;
 - (a) the Assignee shall forthwith notify the First Assignor in writing; and then

- (b) the First Assignor shall use its reasonable endeavours to procure the assignment of such IPR without delay to the Assignee on terms equivalent to those contained in this Assignment.

4 GOVERNING LAW

- 4.1 This Assignment is governed by and shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which the parties have signed this Assignment on the date set out above.

SCHEDULE 1

The Assignors

(1) Assignor	(2) Address
iForce Group Limited (Company Number 3378809)	Imber Court Business Park Orchard Lane East Molesey Surrey KT8 0BZ
Anthony George Rice	40 Edith Road, London W14 9BB

SCHEDULE 2**The Trade Marks**

MARK	TERRITORY	CLASS	STATUS
Instantship	EU	39	
iForce.co.uk	EU	39	
iForce	EU	39	
iForce	EU	9, 16, 35, 36, 39, 42	Opposed
iForce	USA	39	Pending
INDIA FOXTROT	EU	9, 16, 35, 36, 39, 42	Pending
INDIA FOXTROT (USA)	USA	9, 16, 35, 36, 39, 42	Pending

SCHEDULE 3

The Domain Names

iforcegroup.com

iforce.co.uk

indiafoxtrot.com (Registrant listed as Anthony Rice)

iforcegroup.net

iforcegroup.info

indiafoxtrot.net

indiafoxtrot.info

iforce.dk

iforce.com.gi

iforce.it

iforce.li

iforce.co.nz

iforce.pl

iforce.ru

iforce.ch

iforce.es

indiafoxtrot.co.uk

iforcegroup.biz

indiefoxtrot.biz

SCHEDULE 4

The software products

SmaRT (core computer system)

as a deed by
SIGNED ~~by a duly authorised officer~~
~~for and on behalf of~~ IFORCE GROUP
LIMITED in the presence of:

acting by
Witness *Drechr.*

Signature :
Name :
~~Occupation :~~
~~Address :~~

M Peacock

Drechr

A. Rice

Signature :
Name :
~~*Occupation :*~~
~~*Address :*~~

A. Rice

SIGNED by ANTHONY RICE in the presence of:

Witness

Signature :
Name :
Occupation :
Address :

J. On.
JAYNE AARONS
SOLICITOR
Hammond Suddards Edge
2 Pak Lane
Leeds
LS3 1ES

as a deed

as a deed by

SIGNED ~~by a duly authorised officer~~
~~for and on behalf of~~ IFORCE LIMITED in the presence of:

acting by
Witness *Directors*

M Peacock

Signature :
Name :
~~Occupation :~~
~~Address :~~

A. Rice

Drechr

A Rice

Signature :
Name :

We hereby certify that this
is a true and correct copy
of the original

Dated 30/4/02

James Addis Edge
Patented Standards Edge

DATED 2 APRIL 2002

iFORCE GROUP LIMITED AND ANTHONY (1)
RICE

And

iFORCE LIMITED (2)

ASSIGNMENT
OF THE INTELLECTUAL PROPERTY RIGHTS OF
iFORCE GROUP LIMITED

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