

03-11-2003

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



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

Tab settings

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To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231

1. Name of conveying party(ies):

CMDS, INC.

3-6-03

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

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

2. Name and address of receiving party(ies)

Name: WinMill Software, Inc.

Internal Address:

Street Address: 420 Lexington Avenue, Ste. 352

City: New York State: NY Zip: 10170

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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: January 22, 2003

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

A. Trademark Application No.(s)

75/779331

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: William H. Cox, Esq., Janvey, Gordon, Herlands, Randolph & Cox, LLP Internal Address:

Street Address: 355 Lexington Avenue

City: New York State: NY Zip: 10017

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.

William H. Cox Name of Person Signing

Signature

March, 2003 Date

Total number of pages including cover sheet, attachments, and document: 2

03/10/2003 DBYRNE 00000021 75779331 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002687 FRAME: 0429

ASSIGNMENT

THIS ASSIGNMENT, between CMD5, Inc. ("Assignor"), a Delaware corporation with an address at P.O. Box 1184, Harrisonburg, VA 22801, and WinMill Software, Inc. ("Assignee"), a New York corporation with an address at 420 Lexington Avenue, Suite 307, New York, New York 10170.

WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 75/779331 (the "Trademark Application") for CAMPUS WEB (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;


WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

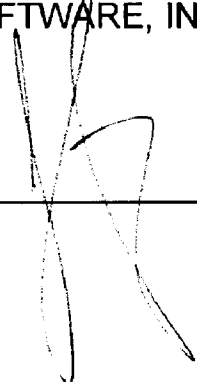
2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 22nd day of January, 2003.

CMD5, INC.

By: 
name: Robert H. Mason, Jr.
title: CEO

WINMILL SOFTWARE, INC.

By: 
name:
title: