

03-18-2003



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

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U.S. 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): LiquidTrader Technologies, Inc. 3.12.03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Texas
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: DATP, LP
Internal Address:
Street Address: 5010 Addison Circle
City: Addison State: TX Zip: 75010
Individual(s) citizenship
Association
General Partnership
Limited Partnership Texas
Corporation-State
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: 03-07-2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 76/258002, 76/258003
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: J. David Washburn, Esq.
Internal Address: Arter & Hadden LLP
Street Address: 1717 Main Street, Suite 4100
City: Dallas State: TX Zip: 75201

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.
J. David Washburn
Name of Person Signing
Signature
Date
March 7, 2003

Total number of pages including cover sheet, attachments, and document: 4

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

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

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FINANCE SECTION

TRADEMARK REEL: 002693 FRAME: 0184

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

This Assignment of Service Marks and Trademarks made as of March 7, 2003 by LIQUIDTRADER TECHNOLOGIES, INC., a Texas corporation with its principal place of business at 17300 Dallas Parkway, Suite 2050, Dallas, Texas 75248 ("Assignor"), to DATP, LP, a Texas limited partnership with its principal place of business at 5010 Addison Circle, Addison, Texas 75001 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.


In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trade dress, trademark applications, Net Names (as defined in the Purchase Agreement), and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement or violation of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service marks and Trademarks, all rights to collect any damages for past infringements or violations of the Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service marks and Trademarks as of the date first above written.

LIQUIDTRADER TECHNOLOGIES, INC.

By: 
Name: John Dankovchik
Title: President

SCHEDULE A

REGISTERED SERVICE MARKS AND TRADEMARKS

<u>Service Mark or Trademark</u>	<u>U.S. or Canadian Registration No.</u>	<u>Registration Status</u>
LiquidTrader	Serial No. 76/258003	Opposition period completed, notice of allowance issued
LiquidKey	Serial No. 76/258002	Opposition period completed, notice of allowance issued

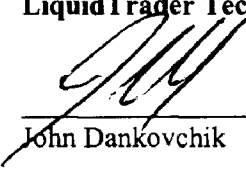
Pending Service Mark or Trademark Applications

<u>Service Mark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
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Trade Names

AGREED:

LiquidTrader Technologies, Inc.



John Dankovchik

State of Texas)
)
County of Dallas) ss.:

On March 7, 2003, before me, Cheryl Holwell, personally appeared John Dankovchik, President of **LIQUIDTRADER TECHNOLOGIES, INC.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Cheryl A. Holwell
Notary Public

[SEAL]

