

04-16-2003

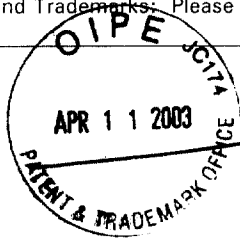
RECORDED



Attorney Docket No.: 54921-0016-0006

102421561

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



1. Name of conveying party(ies):

PricewaterhouseCoopers LLP

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

Betrusted US, Inc.
11000 Broken Land Parkway, Suite 900
Columbia, MD 21044

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: **January 17, 2003**

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: **Delaware**
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No **N/A**

(Designations must be a separate document from Assignment)

4. A. Application number(s):

B. Trademark Registration No.(s):
2,537,279

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

Elisabeth Stewart Bradley, Esq.
C/O TMSU
1111 Pennsylvania Avenue, N.W.
Washington D.C. 20004

6. Total number of applications and registrations involved: **[1]**

7. Total fee (37 CFR 3.41) Cal. $1 \times \$40.00 = \$ 40.00$
 $0 \times \$25.00 = \$ 0.00$
 Total \$ **40.00**

Authorized to be charged to deposit account

8. Deposit account number: **13-4520**

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.

Elisabeth Stewart Bradley, Esq.
Name of Person Signing

Elisabeth Stewart Bradley
Signature

April 9, 2003
Date

Total number of pages including cover sheet, attachments and document: **[5]**

OMB No. 0651-0011 (exp. 4/94)

04/15/2003 LMUELLER 00000208 134520 2537279
01 FC:8521 40.00 CH

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

ASSIGNMENT ("Assignment") made this ^{17th} 16th of January, 2003, by PricewaterhouseCoopers LLP, a limited liability partnership organized under the laws of the state of Delaware (hereinafter referred to as the "Assignor") to Betrusted US, Inc., a Delaware corporation (hereinafter referred to as the "Assignee").

RECITALS:

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks listed in Schedule A attached hereto and incorporated herein by reference, and the registrations, applications and rights associated therewith (collectively referred to herein as the "Trademarks");

WHEREAS, Assignor is the owner of the domain names listed in Schedule B attached hereto and incorporated herein by reference, and the registration and other rights associated therewith (collectively referred to herein as the "Domain Names");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated January 16, 2003 which provides for, among other things, Assignor's assignment of the Trademarks and Domain Names to Assignee, together with all goodwill associated therewith, and all common law rights therein ("Asset Purchase Agreement"); and

WHEREAS, this Assignment is subject to and with the benefit of all representations, warranties, covenants, terms, conditions and other provisions contained in the Asset Purchase Agreement and, except as provided therein, Assignor makes no representations or warranties, whether express or implied, with respect to the Trademarks or Domain Names.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor, its successors and assigns, does hereby transfer, assign, set over unto Assignee, its successors, transferees, and assigns, all of Assignor's right, title and interest in and to the Trademarks and Domain Names, together with any and all goodwill of the business symbolized by and associated with the Trademarks and Domain Names, all rights and claims associated therewith, including the right to recover damages for any past, present or future infringement, misappropriation and/or dilution of the Trademarks and Domain Names, and all proceeds thereof.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to said Trademarks and Domain Names, and at any time, upon the reasonable request and at the sole expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademarks and Domain Names in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademarks and Domain Names, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademarks or Domain Names.

IN WITNESS WHEREOF, the undersigned Assignor has caused this Assignment of Trademarks and Domain Names to be executed by its duly authorized representative on the day and year first above written.

ASSIGNOR:

PricewaterhouseCoopers LLP
a Delaware limited liability partnership

By: Eugene E. Donnelly
Name: Eugene E. Donnelly
Title: Vice Chairman - Operations

STATE OF NEW YORK)
) SS:
COUNTY OF Nassau)

On this 16th day of January, 2003, before me, LINDA J. ALTERSON, a Notary Public in and for said state, personally appeared EUGENE E. DONNELLY, who, being by me duly sworn did say that he is the MANAGER - OPERATIONS of PricewaterhouseCoopers LLP, a Delaware limited liability partnership, and that the foregoing agreement, was signed on behalf of said limited liability partnership, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Linda J. Alterson
Printed Name: LINDA J. ALTERSON

My commission expires: 01/04/07

Linda J. Alterson
NOTARY PUBLIC, STATE OF NEW YORK
NO. 5006482
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 01/04/07

ASSIGNEE:

Betrusted US, Inc.

By: Richard W. Smith

Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
COUNTY OF New York)

On this 16th day of January, 2003, before me, Brenda S. Mevorah, a Notary Public in and for said state, personally appeared Richard W. Smith, who, being by me duly sworn did say that he is a President of Betrusted US, Inc., a Delaware corporation, and that the foregoing agreement, was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Brenda S. Mevorah

Printed Name: _____

My commission expires: _____

BRENDA S. MEVORAH
Notary Public, State of New York
No. 01ME4615411
Qualified in Kings County
Commission Expires 03/30/2003

SCHEDULE A

Trademarks

Mark	Territory	Registration Number	Registration Date	Application Number	Filing Date	Int'l Class
BETRUSTED	United States	2537279	02/05/02	76/013672	03/29/00	42
BETRUSTED	New Zealand	640426	06/27/01	N/A	06/27/01	42
BETRUSTED	CTM	Pending	Pending	2289163	06/27/01	42
BETRUSTED	Australia	880483	06/27/01	880483	06/27/01	42
BETRUSTED	Hong Kong	Pending	Pending	2001/10319	06/27/01	42
BETRUSTED	Canada	Pending	Pending	1107964	06/27/01	42
BETRUSTED	Japan	Pending	Pending	2001-59358	06/29/01	42
BETRUSTED	Singapore	Pending	Pending	T01/09481Z	06/29/01	42
BETRUSTED	Republic of Korea	Pending	Pending	41-2001-12578	06/29/01	42
BETRUSTED	Brazil	Pending	Pending	823435938	07/16/01	42