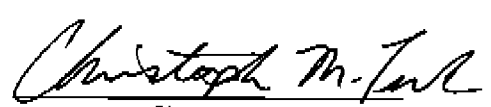


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Rosenbluth International, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Pennsylvania</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Upstream LLC</u> Internal Address: _____ Street Address: <u>2401 Walnut Street</u> City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Pennsylvania limited liability company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>09/22/2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/269,842</u> B. Trademark Registration No.(s) _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher M. Turk, Esquire</u> Internal Address: <u>Blank Rome LLP</u> Street Address: <u>One Logan Square</u> City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>02-2555</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Christopher M. Turk, Esquire</u> Name of Person Signing </div> <div style="width: 40%; text-align: center;">  Signature </div> <div style="width: 20%; text-align: right;"> <u>Oct. 13, 2003</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 14 </div>		

CH \$40.00 022555 76269842

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

ASSIGNMENT OF SERVICE MARK APPLICATION

This Agreement is made on the 22 day of September, 2003, between Rosenbluth International, Inc., a Pennsylvania corporation, with an address at 2401 Walnut Street, Philadelphia, Pennsylvania 19103 ("ASSIGNOR"), and Upstream LLC, a Pennsylvania limited liability corporation, with an address at 2401 Walnut Street, Philadelphia, Pennsylvania 19103 ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted the service mark listed in Schedule A for which it owns a federal application in the United States Patent and Trademark Office;

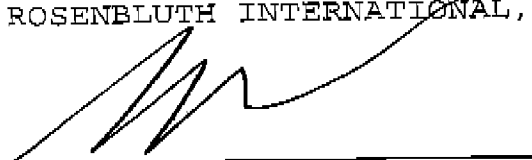
WHEREAS, ASSIGNEE is desirous of acquiring said service mark and the application thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR does hereby assign, sell and transfer to ASSIGNEE, its successors and assigns, all its right, title, and interest in and to said marks, together with the goodwill of the business symbolized by and associated with said service mark and application thereof.

IN TESTIMONY WHEREOF, ASSIGNOR has executed this Assignment by a duly authorized officer.

ROSENBLUTH INTERNATIONAL, INC.

Dated: September 22, 2003

By: 

Hal F. Rosenbluth
Chief Executive Officer

Commonwealth of Pennsylvania)
) ss:
 County of Philadelphia)

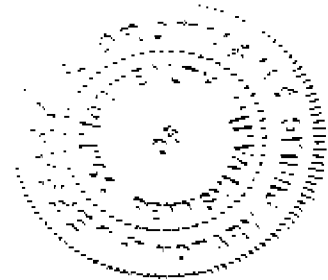
On this 22 day of September, 2003, before me appeared Hal F. Rosenbluth, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Rosenbluth International, Inc.

NOTARIAL SEAL
 JEFFREY F. BROTMAN, Notary Public
 City of Philadelphia, Phila. County
 My Commission Expires April 4, 2005

Jeffrey Brotman
 Notary Public

My Commission Expires:

4/4/05



SCHEDULE A

Service Mark	Application Number	Application Date
UPSTREAM	(76/269,842)	(6/11/2001)

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT


KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of \$1.00, receipt and sufficiency of which is hereby acknowledged, each of Rosenbluth International, Inc., Rosenbluth International, Ltd., Rosenbluth Holdings, Inc., Rosenbluth International Limited and Upstream, Inc. (collectively, the "Sellers") hereby sell, transfer, assign, convey and deliver, as of the date hereof, unto Upstream LLC (the "Buyer"), all of their respective rights, title and interest in and to the assets, properties and rights owned by them set forth on Schedule A attached hereto (the "Assets") and Buyer hereby assumes and shall be obligated to pay, perform and discharge when due, all liabilities to the extent related to the Assets, and all obligations set forth on Schedule A.

Sellers agree to cooperate with Buyer to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Buyer to evidence, vest, perfect and confirm, document and carry out the transfer of the Assets and the assumption of liabilities contemplated by this Bill of Sale and Assignment and Assumption and Buyer's ownership of all the Sellers' rights, title and interest therein. Buyer agrees to cooperate with Sellers to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Sellers, to evidence, vest, perfect and confirm, document and carry out the transfer of the Assets and the assumption of liabilities contemplated by this Bill of Sale and Assignment and Assumption and Buyer's ownership of all the Sellers' rights, title and interest therein.


This Bill of Sale and Assignment and Assumption Agreement shall be effective as of the date hereof and is made under, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.

IN WITNESS WHEREOF, intending to be legally bound, the Sellers and Buyer have caused this Bill of Sale and Assignment and Assumption Agreement to be executed by its duly authorized officers as of September 22, 2003


SELLERS:
ROSENBLUTH INTERNATIONAL, INC.

By: 
Name: Hal F. Rosenbluth
Title: Chief Executive Officer

ROSENBLUTH INTERNATIONAL, LTD.

By: 
Name: Hal F. Rosenbluth
Title: Chief Executive Officer


ROSENBLUTH INTERNATIONAL HOLDINGS, INC.

By: 
Name: Hal F. Rosenbluth
Title: Chief Executive Officer


ROSENBLUTH INTERNATIONAL LIMITED

By: 
Name: Hal F. Rosenbluth
Title: Chief Executive Officer

UPSTREAM, INC

By: 
Name: Hal F. Rosenbluth
Title: Chief Executive Officer

BUYER:
UPSTREAM LLC

By: 
Name: Hal F. Rosenbluth
Title: Manager

Schedule A
Assets and Liabilities of Upstream

1. Accounts Receivable
 - a. All accounts receivable of the Upstream business including those related to the UpStream clients listed in Item 4 of this Schedule A.

2. Fixed Assets
 - a. Fargo, ND
 - 24 PORT SWITCH WS-C1924A
 - 3 WORKSTATIONS
 - 30 x 54 WORK SURFACE
 - 5 PEDESTAL FILE BOXES
 - 75 copies of Office XP (related to comp h/w on Lease #11)
 - ASPHALT PARKING LOT
 - AT&T LEASE LINE 63114
 - BATTERY UPGRADE
 - BATTERY UPGRADE
 - CALLMASTER 3
 - CISCO 24 PORT SWITCH
 - CISCO CABLES, CISCO SWICH
 - CISCO2612,2PORTSERIAL,FEATURE SET,4PORT ETHERNET
 - CISSCOROUTER,WAN MODULE,SFTWRE,LATCH ADAPT
 - CPU Access System
 - Dell P6333/66 FSB G/L w/3
 - DESKPRO EP
 - E1600 XL 3-PC WITH 17" MONITORS AND GCS SPEAKERS
 - ELECTRIC CHASE COMM TWR
 - FARGO 2ND FLOOR REMODEL
 - HP 4000T LASER PRINTER
 - HP 4000T LASER PRINTER
 - HP 4000T LASER PRINTER
 - HP COLORLASER JET 4550 PRINTER
 - HP COLORLASER JET 4550 PRINTER
 - HP COLORLASER JET 4550 PRINTER
 - HP LASER JET 4
 - IBM Thinkpad - Model T23
 - IBM Thinkpad - Model T23 plus accessories
 - IBM Thinkpad Model A30
 - IBM Thinkpad Model A31
 - IBM Thinkpad Model T23
 - IBM Thinkpad Model T23
 - LASERJET 8800 AND PRINTER CABLE
 - MISC FURNITURE
 - MISC VOICE EQUIP FARGO

PARADYNE T1 FRAME ACCES UNIT W/ ISND
PARKING LOT FARGO
PARKING LOT IMPROVEMENT
PLANTRONICS
PORTABLE LCD PROJECTOR
ROUTER,CISCO1924-A,NETWORK MODULE AND SERIAL WAN CARD
SABRE-DELL P6400 100 MHZ 128MB
SABRE-DELL P6400 100 MHZ 128MB
SABRE-DELL P6400 100 MHZ 128MB
SABRE-DELL P6400 100 MHZ 128MB
SABRE-DELL P6400 100 MHZ 128MB
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SABRE-DELL P6400 100 MHZ 128MB
SABRE-DELL P6400 100 MHZ 128MB
SABRE-DELL P6400 100 MHZ 128MB
SERVIEW EIGHT WAY
SOFTWARE FOR PAYROLL
SYSTEM FURNITURE FOR FARGO, ND
SYSTEM FURNITURE FOR FARGO, ND
SYSTEM FURNITURE FOR FARGO, ND
THINKPAD A20m PIII700/64/1
THINKPAD A21m P3-800/64/NI
THINKPAD A21M P3-800/64/NI
THINKPAD A21m P3-800/64/NI WITH SDRAM
THINKPAD A21M PIII-80/64/NI
THINKPAD T21 P3-800/128/3C
TN746B 16 PORT ANALOG
TN750C ANNOUNCEMENT BOARD
TN750C ANNOUNCEMENT CARD
TN754 STRAIGHT 8 PORT DIG
TN754 STRAIGHT 8 PORT DIG
UPGRADE KRONOS - 6724 / 991047 ASI
UPGRADE KRONOS - 6724 / 991047 ASI
VOICE COMM EQUIP.
WORKSTATION
WORKSTATION & CHAIRS
WORKSTATIONS
WORKSTATIONS FOR FARGO
2001 Chevrolet Astro Van

Chesapeake, VA

12 E3600 PC's and EV700 17" Monitors
 35 E3600 PC's and EV700 17" Monitors
 3DRAWER FILE CABINET
 4 DRAWER FILE CABINET
 4 Tables and 16 chairs
 50% of wiring costs for Chesapeake, VA location
 9126-A1-202, PARADYNE 9126 T1 FRAMESERVER SLV W/BRI
 ACOUSTICAL OFFICE PANEL
 Add'l Equip & Labor - Chesapeake, VA
 Add'l Installation Charge - Chesapeake, VA
 CISCO 2612 ROUTER, WIC-2T CISCO SYS 2 PORT SERIAL WAN
 Cisco Chassis and accessories
 COMPUTER TABLES 40
 COMPUTER TRAINING TABLE
 EMPLOYEE LOCKERS
 EXECUTIVE COMPUTER TABLE
 EXECUTIVE CREDENZA
 EXECUTIVE LEATHER CHAIR
 EXECUTIVE PEDESTAL DESK
 FAX MACHINE
 Generator - Chesapeake, VA
 HP LASERJET 4050
 Improvements to Battlefield Tech Center, Chesapeake, Va
 Industrial Grade Shelving for Storage Room
 Installation of 150 workstations
 Installation of Definity SIV6 Switch & Programming - Chesapeake,
 Installation of Furniture at Chesapeake, VA
 Mahogany table and credenza
 MOVABLE W/HOUSE PANELLING
 Remaining 50 % of cabling - Chesapeake, VA
 RICOH FT3013 COPIER
 Security Card Access System
 STORAGE CABINET
 SWIVEL CHAIRS 40
 TN767E DS1 MODULE, 120A INTEGRATED CSU
 Training Room Furniture
 workstation, table, chairs

Campbellsville, KY

CABLE INSTALLATION BY NETGAIN
 PHASE III CAMPBELLSVILLE, KY
 (15) GATEWAY E1600 XL PC AND MONITORS
 12 DESKPRO EP W/17" OPTICLEAR MONITOR
 15 PC GATEWAY E1600 XL 1004838 WITH 17" MONITOR
 16 PORT ANALOG AND 4 64080 LUCENT TELEPHONE
 16 PORT ANALOG AND 4 64080 LUCENT TELEPHONE

82 WORKSTATION AND ULTEGRA CHAIRS
82 WORKSTATION AND ULTEGRA CHAIRS, CAMPBELLESVILLE,KY
82 WORKSTATION AND ULTEGRA CHAIRS, CAMPBELLSVILLE,KY
82 WORKSTATION AND ULTEGRA CHAIRS, CAMPBELLSVILLE,KY
9126-A1-202,PARADYNE 9126 T1 FRAMESERVER SLV W/BRI
ANNOUNCEMENT PACK & PORT DIGITAL
AVAYA PORT SINGLE CARRIER CABINETS
AVAYA PORT SINGLE CARRIER CABINETS
BLEVINS CONSTRUCTION CAMPBELLSVILLE, KY
BLEVINS CONSTRUCTION, CAMPBELLSVILLE, KY
BLEVINS CONSTRUCTION, CAMPBELLSVILLE, KY
CAMPBELLSVILLE CONSTRUCTION
CAMPBELLSVILLE CONSTRUCTION PHASE 2
CAMPBELLSVILLE CONTRUCTION PHASE 2
CAMPBELLSVILLE, KY NETGAIN CABLE WIRING INSTALLATION
CAMPBELLSVILLE, KY WIRING INSTALLATION
CAMPBELLSVILLE, KY WIRING INSTALLATION
CAMPBELLSVILLE, KY WIRING INSTALLATION
Chandler's office furniture
Chandler's office furniture
CISCO 24 PORT SWITCH
CISCO 24 PORT SWITCH SYSYEM
CISCO SYS. CISCO 24PORT SWITCH
COST TO LOAD,STORE,MOVE FURN @ CAMPBELLSVILLE
DELL 567MHZ/133 GX110 & OTHER PARTS
DELL 733MHZ/133 GX110 MINI TOWER & OTHER SYSTEM
DELL P780 17 IN MONITOR (5)
E1600 XL PC WITH MITSUBISHI MONITOR AND SPEAKERS
ELECTRIC AD SIGN FOR CAMPBELLSVILLE, KY
ELECTRIC AD SIGN FOR CAMPBELLSVILLE, KY
INGRAM MICRO CISCO WS-C1924A
LUCENT DEFINITY ECS EXPANDED PERIPHERAL GATEWAY
NEW LOCATION IN CAMPBELLSVILL, KY 2507/562
NEW LOCATION IN CAMPBELLSVILLE, KY BR2507/DEPT562
NEW LOCATION IN CAMPBELLSVILLE, KY BR2507 DPT562
NEW LOCATION IN CAMPBELLSVILLE,KY
NEW LOCATION PHASE 1 CAMBELLSVILLE, KY
NEW LOCATION -PHASE 2 - CAMPBELLSVILLE, KY
NEW LOCATION, CAMBELLSVILLE, KY 2507/562
OFFICE XP PRO MVL A-W32 3 UNIT
OKIDATA 5700 FAX MACHINE
PHASE II CAMPBELLSVILLE, KY
PHASE II CAMPSBELLVILLE, KY
PHASE II CONSTRUCTION @ 44% FOR 562
PHASE II CONSTRUCTION - REMOVE PARTITION WALL
PHASE II CONSTRUCTION - REMOVE PARTITION WALL
PHASE II CONSTRUCTION @ 28% FOR 378

PHASE II CONSTRUCTION @ 28% FOR 782
 PHASE II CONSTRUCTION - REMOVE PARTITION WALL
 RELEASE FUNDS TO BLEVINS CONSTRUCTION COMPANY
 REPAIR WORK FOR CAMBELLSVILLE, KY
 ROSENBLUTH INT. PHASE III / BLEVINS CONS. - CAMPBELLSVILLE
 SVGA 1000 LUMENS PROJECTOR
 THINKPAD T21 P3-800/128/3C
 TN767E DS1 PACK, 120A CSU (TN76D-E, TN464E-F), HEADSET & JACK
 WIRING PHASE III VOICE AND DATA CABLING
 WIRING PHASE III VOICE AND DATA CABLING
 WIRING PHASE III VOICE AND DATA CABLING
 WS-C1924A CISCO 24PORT SWITCH
 WSC-1924A CISCO SYS.- CISCO SWITCH

3. Other Assets & Liabilities

a. Prepaid Expenses

Software Maintenance-Kana
 Orbitz Signing Bonus-Current Portion

- b. Orbitz Signing Bonus
 c. Deferred Revenues

4. Customers

- i. Travelocity.com LP — Customer Interaction Management Services
Real Estate Taxes

Agreement dated June 1, 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and Travelocity.com LP.

- ii. Neat Group, Inc.— Customer Interaction Management Services
Agreement dated July [not dated], 2001 by and between Rosenbluth International, Inc. (UPSTREAM) and Neat Group, Inc.

- iii. Site59.com—Customer Interaction Management Services Agreement
dated June 15, 2001 by and between Rosenbluth International, Inc. (UPSTREAM) and Site59.com.

- a. Amendment to Customer Interaction Management Services
Agreement dated August 10, 2001 by and between Rosenbluth International, Inc. (UPSTREAM) and Site59.com.

- iv. Travelweb LLC—Customer Interaction Management Services Agreement
dated July [not dated], 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and Travelweb LLC.

- a. Letter of Intent dated May 31, 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and Travelweb LLC.
- b. Extension of Letter of Intent dated June 29, 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and Travelweb LLC.
- v. National Airlines, Inc.—Reservation Services Agreement dated as of December [not dated], 1998 by and between Rosenbluth International, Inc. (UPSTREAM) and National Airlines, Inc.
 - a. Amendment Number One to Reservation Services Agreement effective as of January 16, 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and National Airlines, Inc.
- vi. Orbitz, LLC—Services Agreement dated April 22, 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and Orbitz, LLC.
 - a. Amendment No. 1 to Services Agreement dated January 8, 2003 by and between Rosenbluth International, Inc. (UPSTREAM) and Orbitz, LLC.
- vii. Electronic Customer Support and Ticket Fulfillment Agreement dated March 21, 2001 by and between Rosenbluth International, Inc. (UPSTREAM) and United New Ventures, Inc.
 - a. Statement of Work dated March 22, 2001 by and between Rosenbluth International, Inc. (UPSTREAM) and United New Ventures, Inc.
 - b. Letter Agreement dated November 22, 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and United New Ventures, Inc.
 - c. Letter Agreement dated August 30, 2002 by and between Rosenbluth International, Inc. (UPSTREAM) and United New Ventures, Inc.
 - d. [Letter of Advance Authorization dated June 21, 2002.]
- viii. Contract for Customer Interaction Management Services at Campbellsville, KY dated November 10, 2000 by and between Rosenbluth International, Inc. (UPSTREAM) and US Airways, Inc.
 - a. Amendment dated July 2, 2002 to Contract for Customer Interaction Management Services at Campbellsville, KY dated

- November 10, 2000 by and between Rosenbluth International, Inc. (UPSTREAM) and US Airways, Inc.*
- b. First Amendment dated as of May 30, 2000 to Contract for Customer Interaction Management Services at Campbellsville, KY dated November 10, 2000 by and between Rosenbluth International, Inc. (UPSTREAM) and US Airways, Inc.
 - c. Letter Amendment No. 3 dated February 23, 2003 to Contract for Customer Interaction Management Services at Campbellsville, KY dated November 10, 2000 by and between Rosenbluth International, Inc. (UPSTREAM) and US Airways, Inc.
- ix. C-Travel—Rosenbluth International, Inc. (UPSTREAM) provides services to C-Travel under oral terms and conditions. The oral agreement under which Rosenbluth International, Inc. (UPSTREAM) provides services to C-Travel contains the following material terms:
- a. Estimated Revenues (2003): \$65,727.
 - b. Estimated Margin (2003): \$7,673.
 - c. Pricing Mechanism: Per Session.
 - d. Pricing Range: \$30.00, per transaction issued.
 - e. Rosenbluth International, Inc. prices per ticket under the pricing terms of net thirty days.
- x. Travelution—Rosenbluth International, Inc. (UPSTREAM) provides services to Travelution under oral terms and conditions. Travelution is a Company STS on-line leisure solution. The oral agreement under which Rosenbluth International, Inc. (UPSTREAM) provides services to Travelution contains the following material terms:
- a. Estimated Revenues (2003): \$610,887.
 - b. Estimated Margin (2003): (\$54,720).
 - c. Pricing Mechanism: Per Agent Hour.
 - d. Pricing Range: \$23.00-\$29.00 per agent hour.

* This agreement is not executed by the other parties to the agreement but is a fair representation of the understanding between the parties with respect to the material matters set forth therein.

5. Associates

- i. Employment Agreement dated November 13, 2000 by and between Rosenbluth International, Inc. and Jerome W. Johnson.
 - a. First Amendment to Employment Agreement dated as of March 31, 2003 by and between Rosenbluth International, Inc. and Jerome W. Johnson.
- ii. Employment Agreement dated August 13, 2002 by and between Rosenbluth International, Inc. and Barbara Stiehl.
- iii. Employment Agreement dated July 1, 2002 by and between Rosenbluth International, Inc. and Jan Lofgren.
- iv. Colleen McGuffin—Employment Agreement dated April 1, 2002 by and between Rosenbluth International, Inc. and Colleen McGuffin.
- v. See the attached schedule of UpStream Associates

6. Intellectual Property

i. Domain Names

UPSTREAM.BIZ

UPSTREAMBIZ.COM

ii. Trademarks

UPSTREAM	(76/269,842)	(06/11/2001)	35, 42	PENDING To be published 7/1/2003
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