

05-13-2003

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



102445865

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): Starpoint Solutions, Inc. 5-7-03
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Starpoint Solutions Acquisitions, Internal LLC
Address:
Street Address: 115 Broadway, 2nd Floor
City: New York State: NY Zip: 10006
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: April 14, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/368,075 76/160,790 75/902,982
75/902,981 75/563,846
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,532,032 2,441,204
2,263,364 2,513,706
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Barbara H. Loewenthal, Esq.
Gottlieb, Rackman & Reisman, P.C.
Internal Address:
05/12/2003 TBIAZ1 00000195 76368075
01 FC:8521 40.00 OP
02 FC:8522 200.00 OP
Street Address: 270 Madison Avenue
City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41): \$ 240.00
[X] 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.

Barbara H. Loewenthal
Name of Person Signing

[Signature]
Signature

5/17/03
Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK
REEL: 002730 FRAME: 0923

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made as of this 14 day of April, 2003 by STARPOINT SOLUTIONS, INC., a Delaware corporation (the "Assignor"), to and for the benefit of STARPOINT SOLUTIONS ACQUISITION, LLC, a Delaware limited liability company (the "Assignee").

### W I T N E S S E T H:

WHEREAS, the Assignor is the sole owner of all rights relating to certain trademarks registered with the United States Patent and Trademark Office described on annexed Exhibit A together with all of the goodwill and any applications now registered or pending throughout the world relating thereto (collectively, the "Trademark"); and

WHEREAS, the Assignor and the Assignee have entered into that certain Purchase Agreement, dated as of March 18, 2003 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and transfer substantially all of its assets to Assignee, including but not limited to the Trademark; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the consummation of the Purchase Agreement;

NOW, THEREFORE, for the purpose of effecting such conveyance and transfer pursuant to the provisions of the Purchase Agreement and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Assignor:

1. Assignment. The Assignor hereby irrevocably assigns, sells and transfers to the Assignee, its successors and assigns, absolutely, exclusively and in perpetuity, all right, title and interest in and to the Trademark together with any renewals, reissues and extensions thereof as well as the right to secure the same in its own name or in the name of its successors, assigns and/or nominees, in all countries, including, without limitation, any and all claims and rights to sue and recover damages for past infringement and all causes of action, claims, damages and other rights the Assignor may have with respect to or arising out of the Trademark, together with the goodwill of the business associated therewith.

2. Representations. The Assignor represents and warrants that (i) it is the sole owner of, and has good and marketable title to, the Trademark and has the right and legal power to convey the Trademark to the Assignee and perform its other obligations hereunder; (ii) it has not granted, transferred or assigned to any other person or entity any rights of any kind in the Trademark and there are no outstanding assignments, grants, licenses or agreements inconsistent with this Assignment and the Trademark is being transferred free and clear of all liens, claims and encumbrances of any kind; (iii) to the best of Assignor's knowledge, the Trademark does not infringe upon or violate the rights of any third parties and the exercise by the Assignee of any rights transferred hereunder

will not violate or infringe upon the rights of any third parties; (iv) the execution and delivery of this Assignment and the performance of the terms hereof does not and will not violate any provision of any agreement, document or law; and (v) the Assignor will not create, make, sell or otherwise transfer ownership of materials which are substantially similar to the Trademark.

3. Covenants. The Assignor covenants that at any time and from time to time, without additional compensation, the Assignor will assist in the preparation of, execute and deliver any documents or instrument, including, without limitation, trademark and other proprietary registration applications and renewals thereof, and provide such other assistance, as the Assignee may hereafter determine to be necessary or advisable (a) to obtain, extend, renew, reissue and maintain any United States, state and/or foreign trademarks or other proprietary registrations relating to the Trademark, (b) to conduct any litigation relating to the rights acquired hereunder, and (c) for any other reasonable purpose determined by the Assignee, its successors and assigns, to be necessary or advisable to effectuate the intent of this Assignment.

4. Power of Attorney. For the above-described consideration, the Assignor hereby irrevocably constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, and gives and grants unto the Assignee, its successors and assigns, and each of them, full power and authority in the name of the Assignor, its successors and assigns, at any time and from time to time, to make, execute, do and perform such other acts and things concerning the subject matter of Paragraph 2 above with like power and as fully as the Assignor could or might have done, hereby ratifying, confirming all and whatever the Assignee, its successors and assigns, or any of them, shall lawfully do or cause to be done. The Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor, or by its dissolution, or in any manner or for any reason.

5. Binding Nature. This instrument shall be binding upon the Assignor, its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns. The Assignee shall have the unrestricted right to use, transfer or otherwise dispose of the Trademark or any rights granted hereunder, in whole or in part.

[SIGNATURE ON NEXT PAGE]



## Exhibit A

## TRADEMARKS

I. REGISTRATIONS

	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1.	ENGINEERING DIGITAL INNOVATION	2,532,032	1/22/02
2.	FLITE	2,263,364	7/20/99
3.	FLITE (CTM)	1,881,796	7/14/00
4.	HUMANACTIVE	2,441,204	4/3/01
5.	TRANSACTION INFORMATION SYSTEMS, INC.	2,513,706	12/4/01

II. PENDING APPLICATIONS

	<u>Mark</u>	<u>Serial No.</u>
1.	INSTIHIRE	76/368,075
2.	STARPOINT SOLUTIONS and Design	76/160,790
3.	TIS WORLDWIDE	75/902,982
4.	TIS WORLDWIDE and Design	75/902,981
5.	TRANSACTION INFORMATION SYSTEMS, INC. and Design	75/563,846

# GOTTLIEB, RACKMAN & REISMAN, P.C.

COUNSELORS AT LAW

PATENTS • TRADEMARKS • COPYRIGHTS • INTELLECTUAL PROPERTY

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STEVEN STERN

PATENT AGENT  
ZOYA V. CHERNINA

May 7, 2003

Honorable Commissioner of  
Patents and Trademarks  
Box - Assignments  
Washington, D.C. 20231  
Attn: Assignment Branch

Re: Recordation of Assignment  
From: Starpoint Solutions, Inc.  
To : Starpoint Solutions Acquisition, LLC

Dear Sir/Madam:

Please proceed with recordal of the enclosed Assignment from Starpoint Solutions, Inc. to Starpoint Solutions Acquisition, LLC, against Trademark Application and Registration Nos.:

Trademark Applications

Trademark Registrations

76/368,075

2,532,032

76/160,790

2,263,364

75/902,982

2,441,204

75/902,981

2,513,706

75/563,846

For this purpose we enclose a check in the amount of \$ 240.00 to cover the required fee; a Recordation Form Cover Sheet; and Trademark Assignment.

The Commissioner is authorized to charge any additional fees which may be required, or to credit any overpayment, to our Deposit Account No. 07-1730. We look forward to receiving the recorded Assignment documents in due course.

Very truly yours,

GOTTLIEB RACKMAN & REISMAN, P.C.

  
Barbara H. Loewenthal

BHL/mr  
Enclosures

TRADEMARK  
REEL: 002730 FRAME: 0928

# CERTIFICATE OF MAILING

Express Mail mailing label number: EV 191536054US

DATE OF DEPOSIT 5-7-03

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR § 1.10 on the date indicated above and is addressed to the Assistant Commissioner of Patents and Trademarks, Washington, D.C. 20231  
Attn: Assignment Branch

Madelin Rowland  
Signature: Madelin Rowland