

05-28-2003

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102458281

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

1. Name of conveying party(ies): **5.22.03**
Neat Group, Inc. and Neat Research Ltd.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Neat Acquisition Corporation (a Delaware corporation)
Internal Address:

3. Nature of conveyance:
 Assignment dated May 6, 2003 Merger
 Security Agreement Change of Name
 Other
Execution Date: April 25, 2003

Street Address: 9 Sylvan Way
City: Parsippany State: NJ
Country: United States ZIP: 07054
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

4. Application number(s) or registration number(s)
If this document is being filed together with a new application, the execution date of the application is _____
A. Trademark Application No.(s)
78136804
76256702
B. Trademark Registration No.(s)
2691178
2671134
2673923
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Monica B. Richman, Esq.
BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP
900 Third Avenue
New York, New York 10022
(212) 895-2000

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41):..... \$ 140.00
 Check enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 502312
(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above deposit account

05/27/2003 610M11 00000057 502312 78136804
01 FC:8521
02 FC:8522

40.00 CH
100.00 CH

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
Monica B. Richman, Esq. [Signature] 05/20/03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, (this "Agreement") dated as of May 6, 2003, by and among Neat Group, Inc., a Delaware corporation ("Neat Group"), Neat Research Ltd., an Israeli company ("Neat Research") (collectively referred to herein as the "Assignor"), and Neat Acquisition Corporation, a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of April 1, 2003, by and among the Assignor and the Assignee (the "Purchase Agreement"), the Assignor wishes to sell, transfer, convey set over and assign any and all rights the Assignor may have had, now has, or hereafter may acquire in and to the System and the Intellectual Property.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement, the terms and conditions of which are incorporated herein by reference and made a part hereof.
2. The Assignor hereby irrevocably sells, transfers, convey, sets over and assigns to the Assignee, free and clear of all Liens, all right title and interest that the Assignor may have had, now has, or may hereafter acquire in and to the System and the Intellectual Property including, without limitation:
 - a. any and all right, title and interest the Assignor may have had, now has, or hereafter may acquire in and to the copyright rights in the System and the Intellectual Property, including any and all renewals, revisions, revivals, reversions and extensions thereof now existing or hereafter created or discovered, together with any and all accrued rights of action (including without limitation the right to sue for past infringements), to have and to hold the same for the full life of each such right in each territory of the world;
 - b. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire in and to all United States and foreign, registered and common law, trademarks, service marks, trade names, corporate names, designs and logos (collectively referred to herein as the "Marks"), including, but not limited to those Marks set forth on the attached Schedule A, together with the goodwill of the business symbolized thereby, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements;
 - c. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire in and to the United States and foreign patents and patent applications, including, but not limited to the patents and patent applications listed on the attached Schedule B and any and all inventions (hereinafter, "said invention(s)") disclosed therein, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said

invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said applications, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said applications and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by the Assignor had this Assignment not been made. The Assignor hereby authorizes the Assignee to file patent applications in any and all countries on any or all of said invention(s) in the Assignor's name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise;

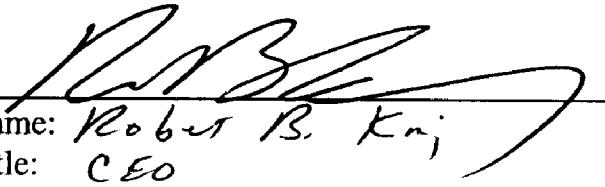
- d. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire, pursuant to that certain Stock Purchase Agreement, dated February 12, 2001 by and between United NewVentures and the Assignor, in and to the patent application listed on the attached Schedule C; and
 - e. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire in and to the Domain Names, including, but not limited to, those listed on the attached Schedule D.
3. The Assignor shall execute and deliver all documents reasonably requested by the Assignee and shall assist the Assignee in any reasonable manner to obtain, perfect and enforce, for the Assignee's benefit, the Assignee's rights, title and interest in any and all countries, in and to all rights in the System and the Intellectual Property, including, without limitation, complying with all requests and instructions, and any requests for documentation, promptly executing and delivering all documents requested by the Assignee, the United States Copyright Office (or any equivalent foreign office), the United States Patent and Trademark Office (or any equivalent foreign office), Network Solutions, DomainDirect, and/or any other registrar which are necessary to give full force and effect to this Agreement.
 4. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark and/or patent registrations, to record this Assignment, and to issue or transfer all said Marks and Patent registrations and applications to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of the assignment contained in this Agreement.
 5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, successors and assigns.

6. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of the Buyer and Sellers set forth in the Purchase Agreement nor shall this Agreement expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Agreement is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.
7. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

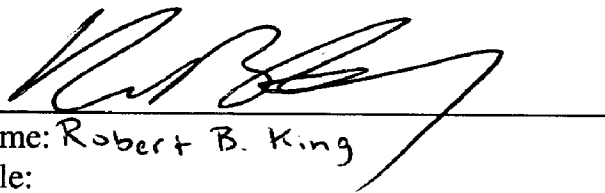
IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

ASSIGNORS:

NEAT GROUP, INC.

By: 
Name: Robert B. King
Title: CEO

NEAT RESEARCH LTD.

By: 
Name: Robert B. King
Title:

ASSIGNEE:

NEAT ACQUISITION CORPORATION

By: _____

Name: Samuel L. Katz
Title: President

A handwritten signature in black ink, appearing to read 'Samuel L. Katz', is written over a horizontal line. The signature is stylized and cursive.

STATE OF TEXAS)
) SS.: 451-72-8053
COUNTY OF HARRIS)

On April 16, 2003 before me, the undersigned, personally appeared ROBERT B. KING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ma Belle Zycha
(Signature and office of individual taking acknowledgment)

STATE OF)
) SS.:
COUNTY OF)

On April ____, 2003 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

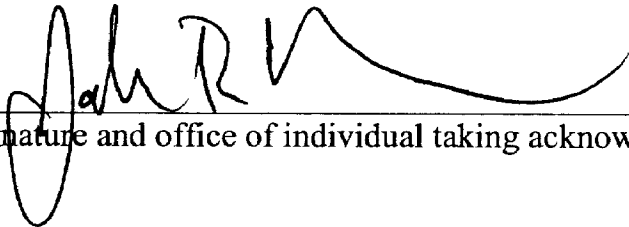
STATE OF)
) SS.:
COUNTY OF)

On April ___, 2003 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

STATE OF *New York*)
) SS.:
COUNTY OF *New York*)

On April 25, 2003 before me, the undersigned, personally appeared Samuel L. Katz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



(Signature and office of individual taking acknowledgment)

JOHN R. HESSION
Notary Public, State of New York
No. 02HE6061468
Qualified in New York County
Commission Expires July 16, 2003

Schedule A

Transferred Marks

Mark	Applicant	Filing Date	Application No.	Status
NeatOnline	Neat Group, Inc.	2/4/2002	78/106,699	Abandoned
E-packs	Neat Group, Inc.	6/18/2002	78/136,804	Pending
Neattravel	Neat Group, Inc.	6/3/2002	78/132,896	Registered: 02/25/2003 2691178
Neat Agent	Neat Group, Inc.	12/9/2001	78/097,402	Abandoned
Neat Group (design + words)	Neat Group, Inc.	12/18/2000	76/182,368	Registered: 01/7/2003, #2671134
Neat Group and Design; no claim to color	Neat Group, Inc.	6/18/2001	EU: 002273621	Pending
Neat Group and Design; color claimed	Neat Group, Inc.	7/5/2001	EU: 002304921	Pending
Neat Group and Design; no claim to color	Neat Group, Inc.	July 7, 2001	Israel: 149768	Pending
Neat Group and Design; color claimed	Neat Group, Inc.	July 3, 2001	Israel: 150500	Pending
Neat Group (words)	Neat Group, Inc.	12/18/2000	76/182,366	Registered: 01/14/2003, # 2673923
Neat Group (design)	Neat Group, Inc.	05/14/2001	76/256,702	Pending
Combinations Cost Less	Neat Group, Inc.	12/18/2000	76/182,370	Abandoned
Combos Cost Less	Neat Group, Inc.	12/18/2000	76/182,367	Abandoned
ODC	Neat Group, Inc.	12/18/2000	76/182,369	Abandoned
Opaque Distribution Channel	Neat Group, Inc.	12/18/2000	76/182,371	Abandoned



BROWN RAYSMAN

BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP

MONICA B. RICHMAN
WRITER'S DIRECT: 212.895.2014
E-MAIL: mrichman@brownraysman.com

May 20, 2003

VIA FIRST CLASS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Intellectual Property Assignment Agreement from
Neat Group, Inc. and Neat Research Ltd. to Neat Acquisition Corporation
Assignment Date: May 6, 2003
Our Docket No.: 4862/10

Dear Sir/Madam:

We enclose for recordation with the United States Trademark Assignment Division, an Intellectual Property Assignment Agreement from Neat Group, Inc. and Neat Research Ltd. to Neat Acquisition Corporation, for the attached "Schedule A". We also enclose a Recordation Form Cover Sheet.

The Commissioner is authorized to charge \$140.00 for the cost of recording the Assignment Agreement and any deficiencies in the fees or to credit any overpayment to our Deposit Account No. 502312.

Please contact me at 212-895-2014 if you have any questions.

Very truly yours,




Monica B. Richman

MBR/lam
Enclosures

cc: John Hession, Esq. (w/ enclosures)

CERTIFICATE OF FIRST CLASS MAILING

I hereby certify that this correspondence is being submitted to the Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, via first class mail on May 20, 2003.


Reginald Chaimov

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BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP 900 THIRD AVENUE NEW YORK NY 10022 T 212-895-2000 F 212-895-2900 brownraysman.com

RECORDED: 05/20/2003

TRADEMARK
REEL: 002740 FRAME: 0221