

06-09-2003

Form PTO-1594

(Rev. 10/02)

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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.

DOCUMENT ID NO.: 102342420

1. Name of conveying party(ies):

ONEPIPELINE.COM, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Jon Rowberry

Internal _____

Address: _____

Street Address: 8402 S. Robidoux Road

City: Sandy State: Utah Zip: 84093

- Individual(s) citizenship U.S.
- Association _____
- General Partnership _____
- Limited Partnership _____
- 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 General Assignment for the Benefit of Creditors

Execution Date: December 27, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: George D. Dickos, Esq.

Internal Address: Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

Street Address: 535 Smithfield Street

City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and/or registrations involved:.....9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Additional necessary fees authorized to be charged to deposit account

8. Deposit account number:

11-1110

(Attach duplicate copy of this page if paying by deposit account)

06/06/2003 TIAZI 00000059 111110 76156071

01 FC:0521 40.00 CH
02 FC:0522 200.00 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.

George D. Dickos

Name of Person Signing

Signature

June 4, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the US Patent & Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450 or via facsimile: (703)306-5995.

4. Application number(s) or registration number(s): B. Trademark Application No.(s)		B. Trademark Registration No.(s)
76/156071	AUTOMATED COMPLIANCE ENGINE	
76/156074	TAP INTO THE PIPE	
76/156370	ONEPIPELINE.COM	
76/156371	AUTOMATED COMPLIANCE SYSTEM	
76/156372	ACS	
76/156373	ONEPIPELINE	
76/156375	SUCCEED IN THE FACE OF CHANGE	
76/156376	AUTOMATED COMPLIANCE ENGINE (ACE)	
76/156377	AUTOMATED COMPLIANCE SYSTEM (ACS)	

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (the "Agreement") is made this 21st day of December, 2001, by and between OnePipeline.com, Inc., a Delaware corporation, located in Salt Lake City, Utah, hereinafter referred to as "Assignor," and Jon Rowberry, an individual residing at [8402 S. Robidoux Rd.], hereinafter referred to as "Assignee."
Sandy, Utah 84083

WITNESSETH: Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby agreed:

1. **TRANSFER OF ASSETS.** Assignor hereby assigns, grants, conveys, transfer and set over to Assignee all personal property and assets, whatsoever and wheresoever situated, which are now, or have ever been, used in connection with the operation of Assignor's business, and which assets include, but are not limited to all personal property and any interest therein not exempt from execution, including all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills, accounts receivable, cash on hand, cash in bank, patents, copyrights, trademarks and trade names, domain names, trade secrets, other intellectual property, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor. Further, this general assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority and the Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **LEASES AND LEASEHOLD INTERESTS.** This General Assignment includes all leases and leasehold interests in any asset of the Assignor; however should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation to the Assignee.

3. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

4. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

- a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee.
- b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.
- c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, domain names, trade secrets, other intellectual property, patents, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power, in his sole discretion, to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey title to Assignor's property to any bona fide buyer.
- d. To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate.
- e. To make any filings on Assignor's behalf and in Assignor's name with the courts of the State of Utah.
- f. To settle all any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.
- g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.
- h. To conduct the business of the Assignor, should the Assignee deem such operation proper.
- i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, to pay to creditors of Assignor pro rata, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority cording to the liquidation preferences such stockholders are entitled thereto.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

5. **POWER OF ATTORNEY.** The Assignor, by this general assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney in Fact.


6. **ACCEPTANCE BY ASSIGNEE.** By execution of this general assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a fee equal to (i) \$40,000 to be paid immediately upon execution of this Agreement by Assignor and Assignee, and (ii) 10% of the total amount of funds generated from the sale of and liquidation of Assignor's assets in excess of \$240,000.

7. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR:

ONEPIPELINE.COM, INC.

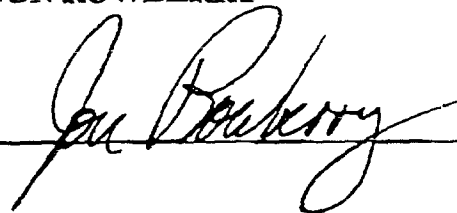
By: 
Title: Chairman of the Board

Attested to by: _____

Its Secretary

ASSIGNEE:

JON ROWBERRY



Date of Acceptance: Dec. 27, 2001