

06-09-2003

Docket No: 09527-002001

6-4-03

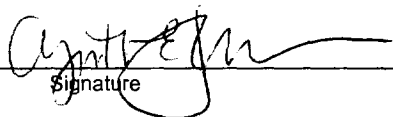
REC



ET

102467868

Commissioner for Trademarks: Please record the attached copies of an original document.

<p>1. Name of conveying party(ies): Intelligence Inc.</p> <p><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>New York</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): CAIC, LLC 9830 Wilshire Boulevard Beverly Hills, CA 90212</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation—State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>January 16, 2003</u></p>	
<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No(s): <u>76/456,775</u></p> <p>B. Trademark No(s): <u>2,134,509</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name/address of party to whom correspondence concerning document should be mailed:</p> <p>CYNTHIA E. JOHNSON Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804</p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR §3.41): <u>\$65</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.</p> <p>8. Deposit Account No.: <u>06-1050</u> Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.</p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i></p> <p>Cynthia E. Johnson Name of Person Signing</p> <p> Signature</p> <p><u>June 4, 2003</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>5</u></p>	

TRADEMARK SECTION
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06/06/2003 DBYRNE 00000105 76456775

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

CERTIFICATE OF MAILING BY EXPRESS MAIL
Express Mail Label No. EL 946604206 US
Date of Deposit: June 4, 2003

TRADEMARK
REEL: 002748 FRAME: 0061

Execution Copy

Assignment of Service Marks And Trademarks

Assignment of Service Marks and Trademarks made as of the 16th day of January 2003, by Intelligence Inc., a New York corporation with its principal place of business at 9 West 10th Street, New York, NY 10011 ("Assignor"), to CAIC, a Delaware limited liability company corporation with its principal place of business at 9830 Wilshire Boulevard, Beverly Hills, CA 90212 ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of January 13, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignee desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

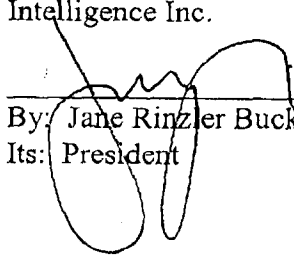
NOW, THEREFORE, Assignor, for and in exchange for the payment of the good and valuable consideration set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignees hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which symbolized thereby, all rights to sue for infringements of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matter covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

Execution Copy

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first written above.

ASSIGNOR:
Intelligence Inc.

By:  _____
Its: President

Execution Copy

State of California)
County of Los Angeles) ss.:

On this 16th day of January, 2003, before me, Phyllis A Torre, personally appeared Jane Rinzler Buckingham, President of Intelligence Inc., a New York Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed and instrument.

Witness my hand and official seal.

Phyllis A Torre
Notary Public



Execution CopySCHEDULE A**Registered Service Marks and Trademarks**

Service Mark or Trademark	Registration No.	Registration Date
Youth Intelligence	2,134,509	February 3, 1998

Unregistered Service Marks and Trademarks

Youth Intelligence
youthintelligence.com
@trend central
The Cassandra Report
trendcentral.com
thecassandrareport.com
trendsetterpanel.com
trendsetternetwork.com
youthinsights.com

Pending Service Mark or Trademark Applications

Service Mark or Trademark	Application Number	Application Date
The Cassandra Report	76456775	October 7, 2002
Cassandra Brand Tracker	76115944	August 10, 2000 (DEAD)
The Cassandra Report	76115943	August 10, 2000 (DEAD)

Trade Names

Youth Intelligence