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

1. Name of conveying party(ies):

Shore Loan Holdings LLC

- Individual(s)
- General Partnership
- Corporation-State of _____
- Other: Limited Liability Company

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Servicom LLC

Internal

Address: _____

Street Address: 1114 Sixth Avenue

City: New York State: NY (Zip) 10036

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware Limited Liability Company

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
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date August 1, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,054,391
2,054,392

Additional number(s) attached Yes No

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

Name: Jason Peters, Esq.

Internal

Address: Andrews & Kurth LLP

Street Address: 600 Travis, Suite 4200

City: Houston State: TX (Zip) 77002

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41).....\$ 80

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
50-0897/146820

DO NOT USE THIS SPACE

9. Signature

Theresa Eversley
Name of Person Signing

[Signature]
Signature

Aug 8, 2003
Date

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

08/13/2003 BTOM11 00000028 500897 2054391

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

01 FC:0521 40.00 DA
02 FC:0522 25.00 DA

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made as of this 1st day of August, 2003, by Shore Loan Holdings LLC, with an office located at One Sound Shore Drive, Suite 302, Greenwich, Connecticut 06830 ("Assignor") to Servicom LLC, a Delaware limited liability company, with offices located at 1114 Sixth Avenue, New York, NY 10036 ("Assignee").

WHEREAS, Assignor has a properly perfected security interest in certain personal property of Ron Weber and Associates, Inc. ("Debtor") including but not limited to the registered trademarks, trademark applications, and all rights and benefits relating thereto identified on Schedule 1 annexed hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, the indebtedness secured by the Trademarks is in default, and Assignor has the right to foreclose upon and assign said Trademarks pursuant to Section 9-610 of the Uniform Commercial Code, as enacted and as amended in the State of New York (the "Code");

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, the Trademarks pursuant to this Assignment;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration more particularly described in that certain Secured Party Bill of Sale of even date executed and delivered by Assignor to Assignee, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9-610 of the Code, Assignor does hereby grant, bargain, sell, assign, transfer and convey unto Assignee, its successors and assigns, all right, title and interest of Debtor in and to the Trademarks described on Schedule 1 hereto, upon and subject to the terms described herein.

ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, WITH RESPECT TO THE TRADEMARKS. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALY BY THE TRADEMARKS OR PRODUCTS IN ANY WAY RELATED THERETO, BY ANY INADEQUACY OF THE TRADEMARKS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNOR'S OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS ASSIGNMENT OR THE TRADEMARKS.

ASSIGNEE HEREBY AGREES TO INDEMNIFY EACH OF ASSIGNOR, EACH LEGAL ENTITY, IF ANY, WHO CONTROLS ASSIGNOR AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "INDEMNIFIED PARTIES") AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING ALL REASONABLE AND DOCUMENTED FEES AND CHARGES OF INTERNAL AND EXTERNAL COUNSEL WITH WHOM ANY INDEMNIFIED PARTY MAY CONSULT AND ALL REASONABLE AND DOCUMENTED EXPENSES OF LITIGATION AND PREPARATION THEREFOR) WHICH ANY INDEMNIFIED PARTY MAY INCUR OR WHICH MAY BE ASSERTED AGAINST ANY INDEMNIFIED PARTY BY ANY PERSON, ENTITY OR GOVERNMENTAL AUTHORITY (INCLUDING ANY PERSON OR ENTITY CLAIMING DERIVATIVELY ON BEHALF OF ANY OBLIGOR OR ASSIGNEE), IN CONNECTION WITH OR ARISING OUT OF OR RELATING IN ANY WAY TO THIS ASSIGNMENT, THE TRADEMARKS, AND THE TRANSACTIONS CONTEMPLATED IN THIS ASSIGNMENT, WHETHER ARISING FROM OR INCURRED IN CONNECTION WITH ANY SUIT, ACTION, CLAIM, PROCEEDING OR GOVERNMENTAL INVESTIGATION, WHETHER PENDING OR THREATENED, BASED ON STATUTE, REGULATION OR ORDER, OR TORT, OR CONTRACT OR OTHERWISE, BEFORE ANY COURT OR GOVERNMENTAL AUTHORITY OR IN ANY OTHER PROCEEDING, OR OTHERWISE; PROVIDED, HOWEVER, THAT THE FOREGOING INDEMNITY AGREEMENT SHALL NOT APPLY TO ANY CLAIMS, DAMAGES, LOSSES, LIABILITY AND EXPENSES SOLELY ATTRIBUTABLE TO AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ASSIGNEE MAY PARTICIPATE AT ITS EXPENSE IN THE DEFENSE OF ANY SUCH CLAIM, PROVIDED, SUCH PARTICIPATION DOES NOT ADVERSELY INTERFERE WITH OR PREJUDICE THE POSITION OF AN INDEMNIFIED PARTY WITH RESPECT TO ITS DEFENSE OF SUCH CLAIM, WHICH DETERMINATION SHALL BE MADE IN THE INDEMNIFIED PARTY'S SOLE DISCRETION.

ASSIGNEE ACKNOWLEDGES THAT: (i) THE TRADEMARKS BEING ASSIGNED PURSUANT TO THIS ASSIGNMENT MAY BE SUBJECT TO ONE OR MORE LICENSE AGREEMENTS OR SIMILAR AGREEMENTS AND THAT THE ASSIGNMENT OF SUCH INTELLECTUAL PROPERTY IS SUBJECT TO ALL TERMS AND CONDITIONS THEREOF; (ii) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE RELATING THERETO; AND (iii) ASSIGNOR SHALL HAVE NO LIABILITY OR OBLIGATION THEREFOR OR THEREUNDER.

ASSIGNEE ACKNOWLEDGES THAT: (i) ASSIGNOR HAS NOT PERFORMED ANY SEARCHES (OTHER THAN UNIFORM COMMERCIAL CODE SEARCHES) TO DETERMINE THE EXISTENCE OF ANY OTHER SECURED PARTIES WITH RESPECT TO THE INTELLECTUAL TRADEMARKS IDENTIFIED ON EXHIBIT A ANNEXED HERETO; (ii) ASSIGNEE HAS EITHER CONDUCTED SUCH OTHER SEARCHES AS IT DEEMS NECESSARY AND APPROPRIATE TO DETERMINE THE

EXISTENCE OF ANY SUCH SECURED PARTIES OR HAS HAD AN OPPORTUNITY TO DO SO, BUT HAS ELECTED NOT TO DO SO; (iii) ASSIGNOR HAS NOT SENT A NOTIFICATION OF DISPOSITION TO ANY PERSON OR ENTITY THAT MAY HAVE A SECURITY INTEREST IN SUCH INTELLECTUAL TRADEMARKS WHOSE EXISTENCE MAY HAVE BEEN DETERMINED AS A RESULT OF SUCH OTHER SEARCHES; AND (iv) IT IS SATISFIED AS TO THE OWNERSHIP AND LIEN STATUS OF SUCH INTELLECTUAL PROPERTY.

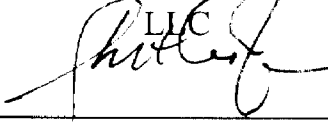
Assignee acknowledges that Assignor has made no representation or warranty concerning the Trademarks. ASSIGNEE IS TAKING AN ASSIGNMENT OF THE TRADEMARKS "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Trademarks subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, liens, charges, and encumbrances that are now existing or hereafter are incurred, assessed or imposed on the Trademarks (except for the liens and security interests of Assignor in and to the Trademarks) or as a result of the ownership or sale of the Trademarks. Assignee hereby agrees to hold Assignor harmless from any and all taxes, liens, charges and encumbrances that are now existing (except for the liens and security interests of Assignor in and to the Trademarks) or are hereafter incurred, assessed or imposed on the Trademarks or as result of the ownership of the Trademarks.

This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has executed this instrument on the date first above written.

ASSIGNOR: SHORE LOAN HOLDINGS

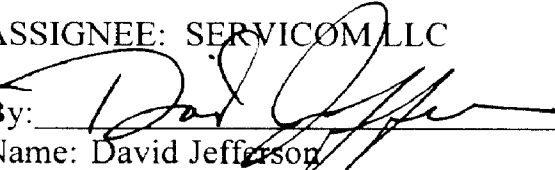
By:  _____

Name: Timothy Fazio

Title: Vice President

AGREED TO:

ASSIGNEE: SERVICOM LLC

By:  _____

Name: David Jefferson

Title: President

ACKNOWLEDGMENT

SCHEDULE 1

REGISTERED TRADEMARKS

TELETHINKING™

Serial No.	Registration No.
75-030873	2054392

TELETHINKING FOR A NEW ECONOMY™

Serial No.	Registration No.
75-030872	2054391