

RECORDATION FORM COVER SHEET
TRADEMARKS

ATTACHMENT

Section 1 - Names of Additional Conveying Parties:

1. Memetrics Limited, a copy registered in the United Kingdom, AUSTRALIA
2. Memetrics Pty Limited, a company registered in New South Wales, AUSTRALIA
3. Mementum Pty Limited, a company registered in New South Wales, AUSTRALIA

ASSIGNMENT AND LICENSE

1 BACKGROUND

This Agreement memorializes agreements and understandings for the ownership and use of certain trademarks and servicemarks by the parties to this Agreement who are a group of companies that are related or affiliated by nature of common ownership or control.

Memetrics, Inc., incorporated in Delaware, the United States of America, having an address at C/o Memetrics, The Basement 33 Ewell Street, Balmain NSW 2041, Australia, Memetrics Limited a company registered in the United Kingdom, Memetrics Pty Limited ACN 087 524 383, a company registered in New South Wales, and Mementum Pty Limited ACN 081 288 735, a company registered in New South Wales, each having an address at The Basement, 33 Ewell Street, Balmain NSW 2041, Australia (hereafter the foregoing parties are referred to collectively as "Assignors"), have adopted and/or used trademarks/service marks in the United States, Europe, and elsewhere worldwide; and

Memetrics Holdings Pty Limited ACN 097 403 846 (formerly known as MEM Capital Pty Ltd), a company registered in New South Wales, Australia, and located and doing business at The Basement, 33 Ewell Street, Balmain NSW 2041, Australia ("Assignee") and Assignors desire that all ownership interests in the marks be vested in and recognized in Assignee, while providing for certain use by Assignors.

2 ASSIGNMENT

As used herein "Marks" or "Mark" refers to the marks collectively and individually listed in Appendix A hereto. For one US dollars (US \$1.00) and other good and valuable consideration recited in Asset Sale Agreement dated September 12, 2001, the sufficiency and receipt of which is hereby acknowledged, Assignors have assigned and assign unto Assignee any and all right, title and interest in and to the Marks, and the applications and registrations listed therefor, together with the goodwill of the business symbolized by the Marks.

This assignment also transfers to Assignee all rights and interests to make claims, including to sue for all past, present, and future infringements and violations of any right connected with the marks in Assignee's own name, or through an Assignor, and to receive any remedies, including monetary awards, available in law or equity for third party infringements and violations of rights connected with the Marks.

3 LICENSE

This license memorializes an understanding and agreement among the parties that at all times any use of a Mark by a party to this Agreement (a "User") has been licensed by the party owning the mark (the "Owner") at the time of any such use, and that all past, present and future uses have been and will be subject to at least the following express terms:

3.1 Grant of License

Owner grants to Users a nonexclusive, non-sublicensable license to use the Marks in its name and in connection with the goods and services covered by the applications for the Marks, and Assignor

accepts the license subject to the following terms and conditions. All benefits including the goodwill associated with the licensed use have and shall inure to the benefit of Assignee. (After the Effective Date of this Agreement, it is understood that Owner is the Assignee and Assignors are the Users.)

3.2 Ownership Of Marks

Users acknowledge the ownership of the Marks in Owner and agree that they will do nothing inconsistent with such ownership and that all use of the Marks by Users has and shall inure to the benefit of and be on behalf of Owner. Each User agrees that nothing in this License shall give User any right, title or interest in the Marks other than the right to use the Marks in accordance with this License, and each User agrees that it will not attack the title of Owner to the Marks or attack the validity of this License or any of the Marks.

3.3 Quality Standards

All parties agree that the nature and quality of:

- all services rendered by the use of Marks by a party;
- all goods sold by Assignors under the Marks; and
- all related advertising, promotional and other related uses of the Marks by an Assignor

have and shall be under control of Owner and that all uses of the Marks have and shall conform to standards set by Owner.

3.4 Quality Maintenance

Each User has and shall cooperate with the Owner in facilitating Owner's control of such nature and quality, to permit reasonable inspection of User's operation, and, upon request, to make available to Owner specimens of uses of the Marks. All Users of a Mark shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

3.5 Form Of Use

Each User has and will use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by Owner, and will not use any other trademark or service mark in combination with any of the Marks without prior written approval of Owner.

3.6 Term of License

Assignee/Owner may terminate the license in its sole discretion as to any licensed User for any reason at any time. Upon termination, each User agrees, if requested by Assignee, to immediately discontinue all use of the Marks and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with Assignee or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the goodwill connected therewith shall remain the property of Assignee.

4 SEVERANCE

If any provision of this Agreement is held invalid, illegal, void, or otherwise unenforceable, the enforceability of any remaining provisions of this agreement and the schedules will not be impaired thereby. In lieu of any provision which is invalid, illegal, void, or unenforceable, there shall be added as part of this Agreement a provision that shall be as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and still be valid, legal, and enforceable.

5 FURTHER ASSURANCES

The parties agree to execute any documents reasonably requested by the other party, and to provide any other cooperation, to give effect any of the provisions of this Agreement. Assignee further grant Assignors a power of attorney to execute all documents on behalf of Assignee necessary to give effect to the provision of this Agreement.

6 EFFECTIVE DATE

This Agreement shall have an Effective Date of 12 September 2001, and all Marks shall be assigned on such date (or the earliest subsequent date thereafter as the law may allow in the case of pending US intent-to-use applications, a prior transfer of one or more of the US applications for the Marks would not be recognized under US law for being intent-to-use applications). Nothing in the foregoing shall prevent a transfer of rights from occurring on the stated Effective Date for at least those Marks ripe for transfer on that date. The license provisions of the Agreement shall be deemed to have an Effective Date commensurate with the use of a Mark by a User.

7 ASSIGNABILITY/BINDING ON SUCCESSORS

This Agreement is assignable by Assignee without the permission of Assignors. No Assignor may assign or sublicense its rights under this agreement without the permission of the Assignee. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

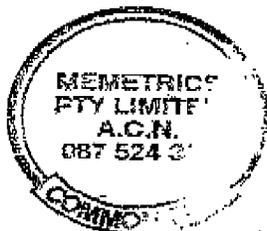
8 ASSET SALE AGREEMENT

This Agreement is intended to acknowledge and supplement but not supersede trademark related terms in the Asset Sale Agreement. In case of any conflicting terms, the terms in the Asset Sale Agreement control.

EXECUTED as an agreement by:

ASSIGNORS:

THE COMMON SEAL of
MEMETRICS PTY LIMITED was
affixed in the presence of:)



[Handwritten Signature]

Secretary
Full Name: JASON ROBERT JARROTT

[Handwritten Signature]

Director
Full Name: HIRSH PHILLIPS

Dated 31 MAY 2004

31, MAY 2004



THE COMMON SEAL of
MEMENTUM PTY LIMITED was
affixed in the presence of:

[Signature]
Secretary/Director
Full Name: JASON ROBERT JARRETT

[Signature]
Director
Full Name: HIKARU PEKUNO
31 MAY 2004

Dated 31 MAY 2004

SIGNED for and on behalf of
MEMETRICS, INC. by its corporate
officers in the presence of:

Director
Full Name:

[Signature]
Witness
Full Name: JASON ROBERT JARRETT

[Signature]
Director/Secretary
Full Name: HIKARU PEKUNO
31 MAY 2004

Dated 31 MAY 2004

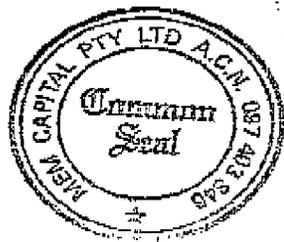
SIGNED for and on behalf of MEMETRICS
LIMITED by its corporate
officers in the presence of:

[Signature]
Director
Full Name: HIKARU PEKUNO
31 MAY 2004

[Signature]
Witness
Full Name: Mark Randall Moly

[Signature]
Director/Secretary
Full Name: JASON ROBERT JARRETT

Dated 31-05-04



ASSIGNEE:

SIGNED for and on behalf of MEMETRICS)
HOLDINGS PTY LTD by its corporate)
officers in the presence of:)

[Signature]
Director
Full Name: HEARW PHELIPS
31 MAY 2004

[Signature]
Witness
Full Name: Monte Randall Phelps

[Signature]
Director/Secretary 31/5/04
Full Name: JASON ROBERT JARRETT

Dated 31-05-04

APPENDIX A

"Marks" of MEMETRICS, INC.

MARK/ FIRST USE	COUNTRY/ INTERNATIONAL CLASS	SERIAL NUMBER/ FILING DATE	REGISTRATION NO/ REGISTRATION DATE
MEMETRICS	USA 9, 35, 42	76/103,796 August 4, 2000	2,593,781 July 16, 2002
MEMETRICS	European Community 9, 35, 42	002062420 January 30, 2001	
"M" Design	USA 9, 35, 42	76/103,797 August 4, 2000	2,606,680 August 13, 2002
XOS	USA 9, 35, 42	78/022,839 August 24, 2000	2,741,759 July 29, 2003
XOS	European Community 9, 35, 42	002090074 February 15, 2001	002090074 December 18, 2002
XOS Design	USA 9, 35, 42	76/195,612 January 16, 2001	2,745,853 August 5, 2003
CHOICE OPTIMIZATION SYSTEM	USA	Common Law/Not filed in US Trademark Office	

MEMETRICS, INC. is the owner of the following trademarks and service marks:

MEMETRICS, XOS, CHOICE OPTIMIZATION SYSTEM, and M.