

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mail.com, Inc.		12/30/1999	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Allegro Group, Inc.
Street Address:	6450 Poe Avenue
Internal Address:	Suite 416
City:	Dayton
State/Country:	OHIO
Postal Code:	45414
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2326696	MAILWATCH

CORRESPONDENCE DATA	
Fax Number:	(212)218-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-218-2100
Email:	jgibson@fchs.com
Correspondent Name:	Fitzpatrick, Cella, Harper & Scinto
Address Line 1:	30 Rockefeller Plaza
Address Line 4:	New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	02546.000T17 JMG
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NAME OF SUBMITTER:	James M. Gibson, Esq.
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Total Attachments: 3
source=Merger docs Mail.com - Allegro Group#page1.tif
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BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of this 30th day of December, 1999 ("Transfer Date") by Mail.com, Inc., a corporation organized under the laws of the State of Delaware ("Mail.com") to The Allegro Group, Inc., a corporation organized under the laws of the State of Ohio ("Allegro").

WHEREAS, pursuant to the merger of Lansoft into Mail.com (the "Merger") pursuant to that certain Agreement and Plan of Merger of even date herewith by and among Mail.com, Lansoft U.S.A., Inc. ("Lansoft"), the shareholders of Lansoft, and Allegro (the "Merger Agreement"), the assets and properties of Lansoft have become the assets and properties of Mail.com, and the liabilities and obligations of Lansoft have become the liabilities and obligations of Mail.com; and

WHEREAS, Mail.com and Allegro desire that the business formerly conducted by Lansoft should be conducted by Allegro, and to this end, that the assets and properties owned by, and the liabilities and obligations of, Lansoft prior to the Merger should be contributed, conveyed, transferred, assigned and delegated by Mail.com to, and assumed by, Allegro in accordance with the Merger Agreement and on the terms set forth herein;

NOW, THEREFORE, Mail.com and Allegro hereby agree as follows:

1. Assignment of Lansoft Assets. As of the Transfer Date, Mail.com hereby contributes, grants, delivers, carries, conveys, transfers, sets over and forever assigns to Allegro, and its successors and assigns, all of the assets and properties owned by and used in the business and operation of Lansoft immediately prior to the Merger. Mail.com constitutes and appoints Allegro, its successors and assigns, the true and lawful attorney-in-fact of Mail.com, with full power of substitution, having full right and authority, in the name of Mail.com to collect or enforce for the account of Allegro, liabilities and obligations of third parties in respect to the above-specified assets and properties; to institute and prosecute all proceedings that Allegro may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in or to the above-specified assets and properties, to defend and compromise any and all actions, suits, or proceedings in respect of any of the above-specified assets and properties, and to do all such acts and things in relation to such assets and properties that Allegro may deem advisable. Mail.com hereby warrants to Allegro and its successors and assigns that Mail.com has good title to the above-specified assets and properties and further warrants that it has full right and authority to contribute, transfer, assign and deliver such assets and properties as specified in this instrument.
2. Acceptance of Assignment. Allegro, as of the Transfer Date, hereby accepts the foregoing assignment.
3. Assumption of Liabilities and Obligations. As of the Transfer Date, Mail.com hereby forever delegates and assigns to Allegro, and Allegro hereby assumes, all of the liabilities and obligations that

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were liabilities and obligations of Lansoft immediately prior to the Merger, including without limitation, obligations and liabilities relating to the assets and properties assigned to Allegro hereunder.

4. Binding Effect. This Assignment will be binding upon, and inure to the benefit of, Mail.com, Allegro, and their respective successors and assigns.


5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflicts of laws.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


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IN WITNESS WHEREOF, Mail.com and Allegro have executed this Assignment on the Transfer Date.

MAIL.COM, INC.

By: 
Title: SVP+CEO

THE ALLEGRO GROUP, INC.

By: 
Title: President