

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Interactive Software Systems, L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Limited Liability Co. - Florida

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

2. Name and Address of receiving party(ies)

Name: CenterForce Technologies, Inc.

Address: 4330 East West Highway, Suite 425
Bethesda, MD 20814

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

 Other - Nunc Pro Tunc Assignment Effective October 28, 2002Execution Date: April 21, 2004

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2709938

Additional numbers attached? Yes No

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41)..... \$ 40
 Enclosed Authorized to be charged to Deposit Account

8. Deposit Account No. 111098

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

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.*Hayley Smith
Name of Person SigningHayley Smith
Signature7/29/04
DateTotal number of pages including cover sheet, attachments, and document:

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT ("Assignment") is made effective as of October 28, 2002, by and between Interactive Software Systems, L.C., a Florida limited liability company ("Assignor"), and CenterForce Technologies, Inc. corporation organized under the laws of the Delaware ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest to U.S. trademark registration 2,709,938, issued April 23, 2003, filed on April 5, 2001 as application number 76/238,944 for RIGHTFORCE;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated on or about October 28, 2002 (the "Purchase Agreement"), pursuant to which Assignor agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business relating to the RightForce software product, including, without limitation, all right, title and interest to U.S. trademark application 76/238,944, now U.S. trademark registration 2,709,938 (referred to herein as the "Mark"), and the goodwill of the business associated with the Mark;

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Mark, together with the goodwill of the business with which the Mark are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in and to the Mark, together with the goodwill of the business with which the Mark are used, for the United

States and for all foreign countries, including any renewals and extensions of the registration related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements of any of the Mark, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Mark; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Mark including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed this April 21, 2004 by the undersigned officers thereunto duly authorized as of October 28, 2002, to be effective as of October 28, 2002.

CENTERFORCE TECHNOLOGIES, INC.

INTERACTIVE SOFTWARE SYSTEMS, L.C.

Howard Glass, President

By: _____

By: *Howard Glass*

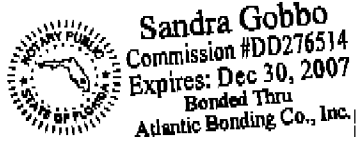
Its: _____

Its: *President*

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.:

On this 29th day of April, 2004, there appeared before me
HOWARD GLASS, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of
Interactive Software Systems, L.C.

Sandra Gobbo
Notary Public



STATE OF)
COUNTY OF) ss.:

On this _____ day of April, 2004, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of

Notary Public

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed this April 21, 2004 by the undersigned officers thereunto duly authorized as of October 28, 2002, to be effective as of October 28, 2002.

CENTERFORCE TECHNOLOGIES, INC.

Robert F. Kelly

By: Robert F. Kelly

Its: President & CEO

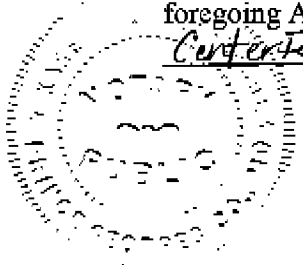
INTERACTIVE SOFTWARE SYSTEMS,
L.C.

By: _____

Its: _____

STATE OF Maryland)
COUNTY OF Prince Georges) ss.:

On this 21st day of April, 2004, there appeared before me
Robert F. Kelly, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of
Centerforce Technologies.



Karen M. Matheson
Notary Public

STATE OF)
COUNTY OF) ss.:

On this _____ day of April, 2004, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of
_____.

Notary Public