

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Mail Express, Inc.		11/01/2002	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	DME Holdings, LLC
Street Address:	2441 Bellevue Avenue
City:	Daytona Beach
State/Country:	FLORIDA
Postal Code:	32114
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2863639	SEMINAR ADVANTAGE BY RME

CORRESPONDENCE DATA	
Fax Number:	(813)314-5160
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	813-227-8500
Email:	karen.lee@hklaw.com
Correspondent Name:	James B. Lake, Esq.
Address Line 1:	P.O. Box 1288
Address Line 4:	Tampa, FLORIDA 33621-1288

ATTORNEY DOCKET NUMBER:	81201-1
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NAME OF SUBMITTER:	Karen Lee, paralegal
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Total Attachments: 5
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CH \$40.00 2863639

CONTRIBUTION, GENERAL ASSIGNMENT, BILL OF SALE AND
ASSUMPTION AGREEMENT

This Contribution, General Assignment, Bill of Sale and Assumption Agreement, executed and delivered as of November 1, 2002, from DIRECT MAIL EXPRESS, INC., a Florida corporation (the "DME Corp"), to DME HOLDINGS, LLC, a Florida limited liability company (the "DME LLC").

WITNESSETH:

WHEREAS, DME Corp is engaged in the direct mail, telephony and WEB based marketing and advertising business (the "DME Corp Business");

WHEREAS, DME LLC was organized and became legally effective on October 18, 2002, and the initial capital contributed by its members was \$10,000 (the "Initial DME LLC Capital");

WHEREAS, the Initial DME LLC Capital was contributed by DME Corp and the other DME LLC members, Michael J. Panaggio, Michael J. Walther, Kathy Wise and Thomas Panaggio (the "DME LLC Minority Members");

WHEREAS, the respective membership interests of DME Corp and the DME LLC Minority Members in the DME LLC are as follows: DME Corp - 99%, Michael J. Panaggio - .825%, Michael J. Walther - .075%, Kathy Wise - .05% and Thomas Panaggio - .05%;

WHEREAS, the DME LLC Minority Members and DME Corp have determined and agreed that the DME Corp Business would be more effectively and efficiently conducted within a limited liability company than within a corporation;

WHEREAS, to accomplish to above and have the DME Corp Business conducted within a limited liability company, DME Corp has agreed to transfer to DME LLC, as an additional capital contribution, the DME Corp Business, including all assets and liabilities pertaining thereto (the "DME Corp Additional Capital Contribution"), and DME LLC has agreed to accepted the DME Corp Additional Capital Contribution from DME Corp;

WHEREAS, the DME LLC Minority Members have agreed to make proportional additional capital contributions to DME LLC in an aggregate amount of 1.01% of the fair market value of the DME Corp Additional Capital Contribution as of the date of such capital contribution;

WHEREAS, pursuant to a unanimous consent to action duly executed by the DME Corp's Directors and Shareholders, DME Corp is executing and delivering this Contribution, General Assignment, Bill of Sale and Assumption Agreement to DME LLC for the purpose of assigning, transferring and conveying to, and vesting in, DME LLC, to the full extent possible under applicable law, all of DME Corp's right, title and interest in and to all of its assets, properties and legal/equitable interests whatsoever, as an additional capital contribution, except for certain assets not required in the DME Corp Business and described on Exhibit "A" attached hereto (the "Excluded

Assets"), and for the purpose of DME LLC assuming all of DME Corp's liabilities and obligations existing as of the date hereof under any legally effective lease, note, mortgage, contract or other agreement whatsoever, including all of DME Corp's customer commitments and work-in-progress (the "Assumed Agreements"); and

WHEREAS, pursuant to a unanimous consent to action duly executed by DME LLC's sole Manager and its Members, DME Corp and the DME LLC Minority Members, DME LLC is executing and accepting this Contribution, General Assignment, Bill of Sale and Assumption Agreement from the DME Corp for the purpose of assigning, transferring and conveying to, and vesting in, DME LLC, to the full extent possible under applicable law, all of DME Corp's right, title and interest in and to all of the DME Corp's assets, properties and legal/equitable interests whatsoever, as an additional capital contribution, except for the Excluded Assets, and for the purpose of DME LLC assuming the Assumed Agreements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, DME Corp by these presents does assign, transfer and convey to, and vest in, DME LLC, its successors and assigns forever, as an additional capital contribution, all of DME Corp's right, title and interest, legal and equitable, in and to all of DME Corp's tangible and intangible property, whatsoever existing and wherever located as of the date hereof, including without limitation, except for the Excluded Assets, all cash, banks accounts, accounts receivable, notes receivable, securities, customer relationships and information, business and financial records, customer agreements, non-compete agreements, works-for-hire agreements, confidentially agreements, employee agreements, security agreements, mortgages, personal property leases, real property leases, all other contracts and agreements, the names Direct Mail Express and Response Mail Express, trade marks, service marks, patents, copyrights, good will, business opportunities, work-in-progress, prepaid expenses, business licenses, deposits, computer programs and applications, computer source and object code, marketing plans and programs, sales plans and programs, business systems and processes, all licenses and other intellectual property rights, automobiles, furniture, fixtures, equipment, tools, inventories and supplies (collectively, the "Assets"); and DME LLC does hereby accept the Assets as an additional capital contribution from DME Corp, and DME LLC does hereby assume and agree to timely pay, discharge or perform all of DME Corp's liabilities and obligations under the Assumed Agreements, effective as of the date hereof.

TO HAVE AND TO HOLD all of the Assets unto DME LLC, its successors and assigns forever.

Section 1. DME Corp hereby constitutes and appoints DME LLC, its successors and assigns the true and lawful attorney and attorneys of DME Corp with full power of substitution in its name and stead, but on behalf and for the benefit of DME LLC, its successors and assigns, to demand and receive any and all of the assets, properties and rights assigned or to be assigned to DME LLC pursuant to this Contribution, General Assignment, Bill of Sale and Assumption Agreement and to give receipts and releases for and in respect to the same or any part thereof, to endorse any claim or right of any kind in respect thereof and to do all acts and things in relation to the above-mentioned assets, properties and rights which DME LLC, its successors or assigns may

deem desirable, DME Corp hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by DME Corp for any reason whatsoever.

Section 2. DME Corp authorizes DME LLC, its successors and assigns to receive and open all mail, telecopies, telegrams, overnight deliveries and other communications, and all express, or other packages, addressed to DME Corp and received by DME LLC and to retain the same insofar as they relate to the Assets. The foregoing shall constitute full authorization to the postal authorities, all telegraph, overnight delivery and express companies, and all other persons to make delivery of such items to DME LLC.

Section 3. Nothing in this Contribution, General Assignment, Bill of Sale and Assumption Agreement, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than DME LLC and DME Corp and their respective affiliates, successors and assigns, any remedy or claim under or by reason of this Contribution, General Assignment, Bill of Sale and Assumption Agreement or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this Contribution, General Assignment, Bill of Sale and Assumption Agreement shall be for the sole and exclusive benefit of DME LLC and DME Corp and their respective affiliates, successors and assigns.

Section 4. DME Corp for itself, its successors and assigns hereby covenants and agrees that, any time and from time to time forthwith upon the written request of DME LLC, DME Corp will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered, all and every such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by DME LLC in order to assign, transfer, and convey to, and vest in, DME LLC, its successors and assigns, or to aid and assist DME LLC in reducing to possession any or all of the Assets assigned or to be assigned to DME LLC.

Section 5. This Contribution, General Assignment, Bill of Sale and Assumption Agreement is executed by, and shall be binding upon, DME Corp, its successors and assigns, for the uses and purposes above set forth and referred to, as of the effective date hereof.

This Contribution, General Assignment, Bill of Sale and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws.

This Contribution, General Assignment, Bill of Sale and Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

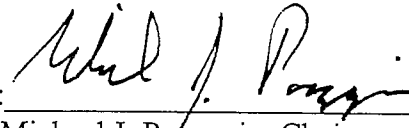
IN WITNESS WHEREOF, DME Corp and DME LLC have caused this Contribution, General Assignment, Bill of Sale and Assumption Agreement to be signed as of the date first written above.

DME CORP:

Direct Mail Express, Inc.



Witness

By: 

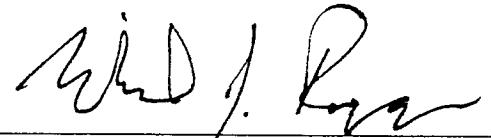
Michael J. Panaggio, Chairman & CEO

DME LLC:

DME Holdings, Inc.



Witness

By: 

Michael J. Panaggio, Manager

EXHIBIT "A"

EXCLUDED ASSETS