

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
We The People Forms and Service Centers USA, Inc.		03/07/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WTP Acquisition Corp.		
Street Address:	1436 Lancaster Avenue, Suite 300		
City:	Berwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2075797	WE THE PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Claudia Immerzeel		
Signature:	/Claudia Immerzeel/		
Date:	03/14/2005		

OP \$40.00 2075797

Total Attachments: 4

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**TRADEMARK
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 7th day of March, 2005 by and between We The People Forms and Service Centers USA, Inc., a California corporation (the "*Assignor*"), and WTP Acquisition Corp., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks, along with United States registrations for such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "*Trademarks*") and the goodwill of the business associated therewith and all causes of action relating thereto;

WHEREAS, Assignor is assigning to Assignee all of Assignor's entire right, title and interest in and to the Trademarks by an Asset Purchase Agreement between the Assignee and the Assignor and certain other signatories thereto, dated the date of this Assignment (the "*Purchase Agreement*"); and

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of the entire right, title and interest of Assignor in and to the Trademarks and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof, together with the business to which the Trademarks pertain and the goodwill associated with the business in connection with which the Trademarks have been used.

3. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof. The covenants, representations and warranties of Assignor and Assignee set forth in the Purchase Agreement will survive the execution and delivery of this Assignment and are subject to the limitations and restrictions set forth in the Purchase Agreement.

4. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

5. Binding Effect and Governing Law. This Assignment is binding on Assignor, and its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of California without regard to the conflict or choice of law rules of California or any other jurisdiction.

6. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the 7th day of March, 2005.

WE THE PEOPLE FORMS AND SERVICE CENTERS USA, INC.

By [Signature]
Name: Ira T. Distenfeld
Title: Chief Executive Officer

STATE OF California)
COUNTY OF Los Angeles)

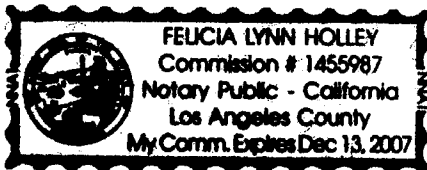
SS:

On this 7th day of March, 2005, before me personally appeared Ira Tobin Distenfeld, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized CEO of We The People Forms and Service Centers USA, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: Dec. 13, 2007



WTP ACQUISITION CORP.

By [Signature]
Name: Don Gayhardt
Title: Executive Vice President

STATE OF California)
COUNTY OF Los Angeles)

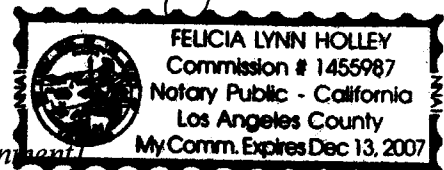
SS:

On this 7th day of March, 2005, before me personally appeared Donald F Gayhardt Jr, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized EVP of WTP Acquisition Corp., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: [Signature]

My commission expires: Dec 13, 2007



[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark	Registration Number	Jurisdiction
"WE THE PEOPLE" and design	2,075,797	United States