

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
Peak Connections, Inc.		03/01/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	RegionalHelpWanted.com, Inc.		
Street Address:	One Civic Center Plaza		
Internal Address:	Suite 506		
City:	Poughkeepsie		
State/Country:	NEW YORK		
Postal Code:	12601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2567638	ASK PAM	
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-861-1754		
Email:	trademarks@bakerlaw.com		
Correspondent Name:	Laurence Markowitz		
Address Line 1:	1050 Connecticut Avenue N.W.		
Address Line 2:	Washington Square, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5304		
ATTORNEY DOCKET NUMBER:	59939-0001		
NAME OF SUBMITTER:	P. Jay Hines		
Signature:	/PJH/		

CH \$40.00 2567638

Date:

03/07/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and effective as of January 31, 2007 (the "Effective Date") by Peak Connections, Inc. ("Assignor"), a Florida corporation with its principal office at 1700 McMullen Booth Rd., Suite D1, Clearwater FL 33759.

WITNESSETH

WHEREAS, Assignor has adopted, is using, or intends to use the registered trademark ASK PAM, U.S. Reg. No.2567638, and is the owner of the same (the "Mark").

WHEREAS, Assignor and RegionalHelpWanted.com, Inc., a Delaware corporation ("Assignee") have entered into that certain Asset Purchase Agreement dated January 31, 2007 (the "Asset Purchase Agreement").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest to the Mark.

NOW THEREFORE, in consideration of the good and valuable consideration that Assignor receives from Assignee under the Asset Purchase Agreement, the receipt and sufficiency of which consideration Assignor hereby acknowledges:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire worldwide right, title and interest of Assignor (a) in, to and under the Mark and its registration with the United States Patent and Trademark Office (including without limitation, rights to damages and payments for past, present and future infringements or misappropriations), together with the goodwill of the business symbolized by the Mark; and (b) in, to and under all rights to apply in any or all countries of the world for trademarks or other governmental grants on the Mark, including the right to apply for trademark protection pursuant to any and all trademark conventions, treaties, agreements or understandings.
2. Assignor hereby requests the Commissioner for Trademarks of the United States (and all foreign officials, whose duty it is to register trademarks) to record Assignee as the owner of the Marks, to the same extent as held by Assignor, and to issue the Certificates of Registration for the Mark in the name of Assignee, as assignee of the Mark.
3. Assignor hereby covenants and agrees for ninety (90) days from the Effective Date to cooperate as commercially reasonable (and at Assignee's expense) with Assignee to ensure Assignee's exercise all the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include executing any petitions, oaths, specifications, declarations or other papers, and similar other assistance reasonably necessary for perfecting in Assignee the right, title and interest herein conveyed.
4. Assignor hereby represents and warrants that Assignor has not entered and will not enter into any assignment, contract or understanding that would result in the assignment of less than the entire right, title and interest to the Mark assigned hereby.

5. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, Assignor has caused this TRADEMARK ASSIGNMENT to be executed on its behalf by its duly authorized officer as of the Effective Date.

ASSIGNOR:

Peak Connections, Inc

By: *Pamela Kauten*

Name:

Title:

President

STATE OF FLORIDA)
COUNTY OF *Pinellas*)

I hereby certify that on this *1* day of *March*, 2007, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Pam Kauten, the president of Peak Connections, Inc., on behalf of the corporation, who personally known to me OR has produced as identification and _____ acknowledged before me that she executed the forgoing document as a free act and deed on behalf of said corporation and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County aforesaid as of this *1* day of *March*, 2007

Jeannie Merrick Arcieri

Notary Public, State of Florida

Printed Name of Notary:

My Commission No.:

My Commission Expires:

JEANNIE MERRICK ARCIERI
Notary Public, State of Florida
My Comm. Expires Sept. 4, 2010
No. DD591567