

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, pursuant to an Asset Purchase Agreement (the "Agreement"), dated as of July 30, 1998 among DCI Chapter 7 Solutions, Inc., a California corporation formerly known as Union Bank of California Capital Services and Consulting, Inc. ("Assignee"), on the one hand, and Assignor and Allan and Patricia T. Robinson, husband and wife residing in the State of Tennessee and sole shareholders of Assignor ("Shareholders"), on the other hand, Assignor agreed to sell to Assignee and Assignee agreed to purchase, among other things, all Assignor's right, title and interest in and to its Intellectual Property (as defined in Section 2.9 of the Agreement), including the Trademarks, together with the goodwill of the Business associated with its Intellectual Property.

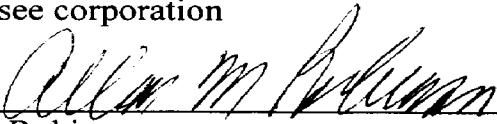
WHEREAS, D. C. I. Corporation, a Tennessee corporation ("Assignor"), is the sole and exclusive owner, of the trademark registrations and applications in the United States of America included in Schedule 1 hereto (the "Trademarks"), together with the goodwill of the Business represented and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Assignor hereby sells, transfers, conveys, assigns, transfers and delivers unto the Assignee its entire right, title and interest in and to the Trademarks, whether used as trademarks or service marks and whether in block form or in any design form, together with all rights, benefits and privileges pertaining thereto, all goodwill associated therewith, and all rights to causes of action or remedies related thereto (including the right to sue for past infringement or violation of rights associated with the Trademarks), and the Assignor hereby sells, transfers, conveys, assigns and delivers unto the Assignee its entire right, title and interest in and to its Intellectual Property, whether or not such property and other rights are currently used or held for use in connection with the Business (but not including the Excluded Assets), together with all rights, benefits and privileges pertaining thereto, all goodwill associated therewith, and all rights to causes of action or remedies related thereto (including the right to sue for past infringement or violation of rights associated with such Intellectual Property), whether or not owned, licensed or otherwise held, and includes the following (except to the extent constituting Excluded Assets): (a) fictitious business names, brand names, brand name applications, trade names, trade name applications and registrations, federal, foreign, state and common law trademarks, trademark applications and registrations, service marks and service mark applications and registrations; (b) trade dress, designs and models to the extent protectable under any intellectual property, unfair competition or other Law; (c) federal and foreign patents and patent applications; and (d) federal, foreign, state and common law copyrights in both published and unpublished works and copyright registrations.

All capitalized terms in this Assignment of Intellectual Property not otherwise defined herein shall have the meanings as set forth in the Agreement.

Dated: September 2, 1998.

ASSIGNOR: D. C. I. Corporation,
a Tennessee corporation

By: 
Allan M. Robinson
President

Schedule 1

1. Assignor registered with the United States Department of Commerce, Patent and Trademark Office the following trademark and design:

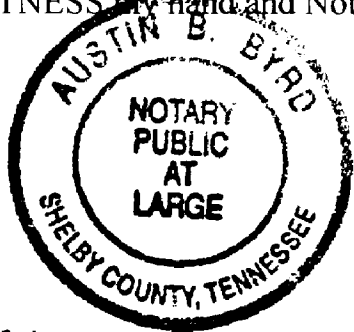
Ch/7 Reg. No. 1905440

STATE OF TENNESSEE

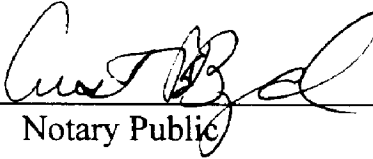
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Allan M. Robinson, to me known (or proved on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 20th day of September, 1998.



My Commission Expires Feb. 13, 2002



Notary Public