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03-03-2000

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Recordation Form Cover Sheet

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TRADEMARKS ONLY

Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Miles Rose

2. Name and address of receiving party(ies):

Siliconalley.com, Inc.
c/o Bazerman & Drangel, P.C.
60 East 42nd Street, Suite 1158
New York, New York 10165

Individual(s):
 Association:
 General Partnership:
 Corporation - State: _____
 Other: _____

_____ Individual(s):
_____ Association:
_____ General Partnership:
 Corporation - State: New York
_____ Other: _____

3. Nature of conveyance:

Assignment, Nunc Pro Tunc
 Merger
 Security Agreement
 Change of Name
 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

Execution Date: Jan. 25, 2000

4. Application number(s) or registration numbers:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/407,065

03/03/2000 BCDATES 00000032 75407065

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40.00 OP

NUNC PRO TUNC TRADEMARK ASSIGNMENT

Miles Rose to Siliconalley.com, Inc.

WHEREAS, Miles Rose ("Assignor"), an individual, having a place of business at c/o Bazerman & Drangel, P.C., 60 East 42nd Street, Suite 1158, New York, NY 10165, has sold, assigned and transferred a trademark and the accompanying goodwill and business associated therewith on February 27, 1998, to Siliconalley.com, Inc. ("Assignee"), a corporation organized and existing under the laws of New York, having a place of business at c/o Bazerman & Drangel, P.C. 60 East 42nd Street, Suite 1158, New York, NY 10165;

WHEREAS, Assignor, is the owner of the following trademark application:

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
SILICON ALLEY	75/407,065	December 17, 1997

WHEREAS, Assignor transferred said trademark by verbal agreement and the entire business on February 27, 1998 and wishes to confirm in writing such sale and assignment *nunc pro tunc* to Assignee of the trademark of Assignor, together with the goodwill associated with the business to which the mark pertains and said entire business itself.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, by these presents, confirms the said assignment and transfer to Assignee, its successors and assigns, all right title and interest in and to the above-referenced trademark, together with the good will of the business symbolized by the trademark and said entire business, to be held and enjoyed by said Assignee as of February 27, 1998.

Assignor also assigns and transfers to Assignee, any and all causes of action, claims, demands or other rights occasioned from or because of any and all past infringement of any of the above referenced trademark.

Assignor further agrees that upon request, it will execute any and al documents necessary to vest all rights, title and interest in and to the above-referenced trademark and the registration therefor.

IN WITNESS WHEREOF, said Assignor, has affixed its signature hereto this 25th day of January, 2000.

By: 
Name: Miles Rose