

04-24-2000



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nal documents or copies thereof.

1. Name of the conveying party(ies): **MRD**  
**3.27.00**  
 PhotoTronics Corporation  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State of Delaware  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Ni4u Corporation  
 Internal Address:  
 Street Address: 63 Solomon Pierce Road  
 City: Lexington State: MA 02420  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: October 22, 1999

4. Application number(s) or registration number(s):  
 If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
 A. Trademark Application No.(s)  
 75/552,598 (Miscellaneous Design - Int. Class 9)  
 75/552,599 (Miscellaneous Design - Int. Class 40)  
 B. Trademark Registration No.(s)  
 Additional numbers attached?  Yes  No

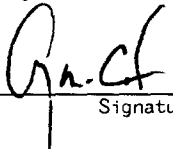
5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Gary M. Cohen, Esq.  
 Internal Address:  
 Street Address: Strafford Building Number Three  
125 Strafford Avenue, Suite 300  
 City: Wayne State: PA Zip: 19087-3318

6. Total number of applications and registrations. 2  
 7. Total Fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Any additional fees are authorized to be charged to my deposit account  
 8. Deposit Account Number:  
03-2405  
 (Attach duplicate copy of this page if paying by deposit acct.)

04/24/2000 JSHABAZZ 00000101 75552598

DO NOT USE THIS SPACE

01 FC:481 **40.00 OP**  
 02 FC:482 **25.00 OP**

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
 \_\_\_\_\_  
 GARY M. COHEN, ESQ.  \_\_\_\_\_  
 Name of Person Signing Signature Date March 24, 2000

Total number of pages comprising cover sheet 3

**Assignment of Copyrights and Trademarks**

This Assignment of Copyrights and Trademarks (this "Assignment") is effective as of October 22, 1999, between PhotoTronics Corporation, a Delaware corporation with offices at 1633 East Vine Street, Kissimmee, Florida 34744 ("Assignor"), and Ni4u Corporation, a Delaware corporation with offices at 63 Solomon Pierce Road, Lexington, Massachusetts 02420 ("Assignee").

Whereas, Assignor is the record holder of, and owns all right, title and interest in and to the copyrights and trademarks set forth on Schedule A (collectively, the "Copyrights and Trademarks");

Whereas, Assignor and Assignee have entered into a Transfer Agreement (the "Transfer Agreement"), dated as of even date herewith, that provides, *inter alia*, that the Assignor agrees to transfer to Assignee portions of Assignor's business, including the Copyrights and Trademarks; and

Whereas, the parties hereto desire that the assignment of the Copyrights and Trademarks be made of record in the U.S. Patent and Trademark Office and any and all other appropriate authorities and agencies.

Now, therefore, the parties hereby agree as follows:

1. For good and valuable consideration as stated in the Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby grants, sells, conveys, assigns, transfers, sets over to and vests in Assignee, its successors and assigns, all of Assignor's right, title and interest, legal and equitable, in and to the Copyrights and Trademarks, including, without limitation, all of its rights and privileges under or otherwise in respect of the same that are part of the Copyrights and Trademarks to have and to hold the same, including the goodwill and appurtenances thereof, unto Assignee, its successors and assigns, forever, to its and their own proper use, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
2. This Assignment and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above stated.

PhotoTronics Corporation

Ni4u Corporation

By: MGBolton  
Name: Michael G. Bolton  
Title: co-CEO

By: [Signature]  
Name: James A. Johnson  
Title: CEO

**Schedule A to the Assignment of Copyrights and Trademarks**

**Copyrights**

U.S. Copyright Certificate No. TXu 897-557

-- "PhotoTronics Picture Service-User Functionality" April 2, 1999

U.S. Copyright Certificate No. TXu 897-560

-- "PhotoTronics Picture Service-Processing Customer Orders" April 2, 1999

U.S. Copyright Certificate No. TXu 897-606

-- "PhotoTronics Picture Service-Communication and Customer Directories" April 2, 1999

**Trademarks**

Mark

Application

PhotoCam

Class 9, Serial No. 75/552,596 filed September 14, 1998

PhotoViewer

Class 9, Serial No. 75/552,595 filed September 14, 1998

PhotoGram

Class 9, Serial No. 75/552,594 filed September 14, 1998

PhotoTronics

Class 40, Serial No. 75/552,597 filed September 14, 1998



Miscellaneous design (Logo)

Class 9 Serial No. 75/552,598 filed September 14, 1998

Class 40, Serial No. 75/552,599 filed September 14, 1998