

05-22-2000

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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

05/19/2000 DNGUYEN 00000137 161322 75715906

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002076 FRAME: 0090

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

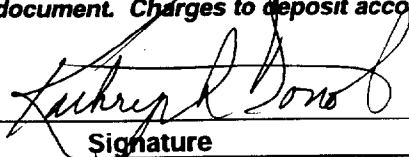
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

KATHRYN A. DONOHUE, ESQ.

Name of Person Signing



Signature

March 14, 2000

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AGREEMENT is made as of the 3rd day of March, 2000, between SANCHEZ COMPUTER ASSOCIATES, INC. ("Assignor"), a Pennsylvania corporation, with offices at 40 Valley Stream Parkway, Malvern, Pennsylvania 19355 and e-PROFILE, INC., a Delaware corporation, with an address at 200 Chester Field Parkway, Malvern, Pennsylvania 19355 ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the following trademarks:

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>
E-PROFILE	75/715,906	5/27/99
E-PROFILE	75/715,907	5/27/99
E-PROFILE.COM	75/715,908	5/27/99
E-PROFILE.COM	75/715,909	5/27/99

(hereinafter the "Trademarks");

WHEREAS, Assignor owns the following domain names:

<u>DOMAIN NAMES</u>	
allfn.com	opnfn.net
allfn.net	opnfn.org
allfn.org	profilefn.com
e-profile.com	profilefn.net
eprofilefn.com	profilefn.org
eprofilefn.net	thefn.com
eprofilefn.org	thefn.net
opnfn.com	thefn.org

(hereinafter the "Domain Names" and together with the Trademarks, "Intellectual Property");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property and the goodwill associated therewith, in connection with the transfer to Assignee of the business of Assignor to which the Intellectual Property pertains, which business is ongoing and existing; and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Intellectual Property and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill of the business which is symbolized by the Intellectual Property and the right to sue and recover any damages and profits and all other remedies for future infringements thereof.

2. Acceptance of Assignment. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Intellectual Property.

3. Co-operation. The parties hereto reasonably shall cooperate with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Intellectual Property.

4. Representation. Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge, the right, title, and interest herein conveyed by Assignor are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed.

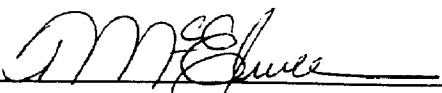
5. Miscellaneous.

a. Controlling Law. This Assignment Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of Pennsylvania.


b. Binding Nature of Agreement. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the date first written above.

SANCHEZ COMPUTER ASSOCIATES, INC.

By: 
Name: Thomas McElwee
Title: Chief Financial Officer

e-PROFILE, INC.

By: 
Name: David DiFelice
Title: Chief Financial Officer

COMMONWEALTH OF PENNSYLVANIA

:
:SS.

COUNTY OF CHESTER

:

The foregoing instrument was acknowledged before me this 6 day of March, 2000, by Thomas McElwee, the Chief Financial Officer of Sanchez Computer Associates, Inc., on behalf of the corporation.

[seal]


NOTARY PUBLIC

Notarial Seal
Deborah Y. James, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Oct. 22, 2001
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

:

:SS.

COUNTY OF CHESTER

:

The foregoing instrument was acknowledged before me this 6 day of March, 2000, by David DiFelice, the Chief Financial Officer of e-Profile, Inc., on behalf of the corporation.

[seal]


NOTARY PUBLIC

Notarial Seal
Deborah Y. James, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Oct. 22, 2001

Member, Pennsylvania Association of Notaries

PHLEGAL: #797160 v3 (h33c03!.wpd)

RECORDED: 03/14/2000

TRADEMARK
REEL: 002076 FRAME: 0096