

Tab settings 71320



Y

To the Honorable Commissioner of P.

101427335

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Bernard Hodes Group, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Career Mosaic, Inc.

Internal Address:

Street Address: 555 Madison Avenue

City: New York State: NY ZIP: 10022

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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 Contribution and Assumption Agreement

Execution Date: April 15, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,946,603
2,103,460

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Drew Murray

Internal Address: Jones, Day, Reavis & Pogue

Street Address: 599 Lexington Avenue
32nd Floor

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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

DO NOT USE THIS SPACE

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.

Kathie J. Koczzyk
Name of Person Signing

Kathie J. Koczzyk
Signature

07/11/2000
Date

Total number of pages including cover sheet, attachments, and document: 21

CONTRIBUTION AND ASSUMPTION AGREEMENT

This CONTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement"), dated as April 15, 2000, by and among BERNARD HODES GROUP INC., a Delaware corporation ("Contributor"), and CAREER MOSAIC INC., a Delaware corporation ("Contributtee").

RECITALS

- A. Contributor owns 100% of the capital stock of Contributtee.
- B. Contributor currently operates an internet site called "Career Mosaic" devoted to offering resources for individuals to find jobs and for companies to reach a market of job candidates (the "Business").
- C. Contributor desires to contribute (the "Contribution") to Contributtee all of the assets, properties and rights of Contributor relating to the Business (other than the Excluded Assets), subject to the Assumed Liabilities, upon the terms and conditions of this Agreement.

Accordingly, the parties hereto agree as follows:

ARTICLE I

CONTRIBUTION OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Contributed Assets. Effective as of January 1, 2000 (the "Effective Date"), except for the Excluded Assets, Contributor hereby contributes, sells, assigns, transfers, conveys and delivers ("Transfer"), free and clear of all liens, whether legal or equitable, to Contributtee all right, title and interest of Contributor in, and Contributtee hereby accepts from Contributor on the terms and subject to the conditions hereinafter set forth, (i) all of the assets, properties, rights and interests (including contracts, accounts receivable, intellectual property rights, licenses, domain names, permits, claims, goodwill and causes of action) of Contributor used in or necessary to the conduct of the Business as set forth on Schedule 1.1(a), (ii) all assets set forth on the balance sheet attached hereto as Schedule 1.1(b) that have not been disposed of by the Contributor in the ordinary course of business prior to the Effective Date, (iii) all other assets, properties, rights and interests of Contributor used or held for use exclusively in connection with the conduct of the Business in accordance with the past practices of the Business to the extent existing on the Effective Date, and (iv) cash in the amount of \$5 million (all of such assets, properties, rights and interests being hereinafter collectively referred to as the "Contributed Assets").

1.2 Excluded Assets. Anything in this Agreement to the contrary notwithstanding, the Contributed Assets will not include any assets, properties, rights and interests of Contributor that are not used or held for use exclusively in connection with or necessary for the conduct of the Business or set forth on Schedule 1.1(a) or (b) (the "Excluded Assets").

1.3 Nonassignable Contracts, Leases and Permits. In the case of any Contributed Assets constituting contracts or permits that are not by their terms assignable or that require the consent of a third party in connection with the assignment by Contributor, Contributor will use its best efforts to, obtain or cause to be obtained in writing, any consents necessary to convey the benefits thereof. Contributor will assist Contributor in such manner as may be reasonably requested in connection therewith. During such period in which the applicable contract or permit is not capable of being assigned to Contributor due to the failure to obtain any required consent, Contributor, at its expense, will make such arrangements as may be necessary to enable Contributor to receive all the economic or other benefits under such contract accruing on and after the date hereof.

1.4 Liabilities Assumed. Except for the Retained Liabilities, Contributor hereby assumes, as of the date hereof, and will subsequently pay, honor and discharge when due and payable and otherwise in accordance with their terms, the following liabilities and obligations of Contributor:

(i) all accounts payable, expenses and liability for sales, use and other non-income based taxes of Contributor relating to the Business, but only to the extent arising or accruing on or after the Effective Date;

(ii) all liabilities and obligations under the terms of any of the contracts set forth on Schedule 1.1(a) to the extent arising or accruing prior to the Effective Date, except for Retained Liabilities;

(iii) all liabilities or obligations to the employees of the Business set forth on Schedule 1.4(iii) (the "Transferred Employees") with respect to wages, salaries, bonus (including stay bonuses) or vacation, but only to the extent arising or accruing on or after the Effective Date;

(iv) liability for the defense of and liability (if any) in respect of all third party claims relating to Contributor's or Contributor's operation of the Business on or prior to the Effective Date, but only to the extent such third party claim was asserted prior to the Effective Date and is set forth on Schedule 1.4(iv); and

(v) all liabilities relating to Contributor's operation of the Business on or after the Effective Date.

The liabilities to be assumed by Contributor pursuant to Section 1.4 are hereinafter sometimes collectively referred to as "**Assumed Liabilities.**"

1.5 Liabilities Not Assumed. Anything in this Agreement to the contrary notwithstanding, Contributor will not assume, cause to be assumed or be deemed to have assumed, or in any way be liable or responsible for, any liabilities or obligations of Contributor, except as specifically provided in Section 1.4. Without limiting the generality or effect of the foregoing, Contributor does not and will not assume the following:

(i) any liability or obligation of Contributor for indebtedness (including accrued interest);

(ii) any liability or obligation of Contributor with respect to any foreign, federal, state or local income Taxes (including any taxes arising out of or in connection with the consummation and performance of the transactions contemplated hereby, but excluding transaction taxes) of Contributor;

(iii) all liabilities and obligations of Contributor relating to the Contributed Assets, but only to the extent arising or accruing on or after the Effective Date;

(iv) all liabilities or obligations of Contributor with respect to any employee of Contributor that is not a Transferred Employee, including wages, salaries, bonus, vacation, severance or other compensation or pursuant to any benefit plan, and all such liabilities with respect to any Transferred Employees arising or accruing prior to the Effective Date;

(v) all claims, liabilities and obligations with respect to the Excluded Assets (irrespective of whether such liabilities or obligations arise before, on or after the Effective Date); and

(vi) all claims, liabilities and obligations arising out of any breach by Contributor of any provision of any contract, agreement, arrangement, permit, license or intellectual property right included in the Contributed Assets, including without limitation, any claim, liability or obligation arising out of Contributor's failure to perform any provision of any contract, agreement, arrangement, permit, license or intellectual property right included in the Contributed Assets in accordance with their respective terms prior to the Effective Date.

All liabilities and obligations of Contributor other than the Assumed Liabilities are hereinafter sometimes collectively referred to as the "Retained Liabilities."

1.6 Contribution to Contributor. Contributor's Transfer to Contributor of the Contributed Assets, net of Contributor's assumption of the Assumed Liabilities, shall be considered a contribution (the "Contribution") to the capital of Contributor.

ARTICLE II

MISCELLANEOUS

2.1 Notices. All notices, requests and other communications to any party hereunder will be in writing (including facsimile transmission) and will be given to such party at its address and facsimile number set forth in Schedule 2.1 (which may be changed by such party upon notice in accordance with this Section 2.1). All such notices, requests and other communications will be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt.

2.2 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party

against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

2.3 Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto.

2.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied will give or be construed to give to any person any legal or equitable rights hereunder, other than the parties hereto and their permitted successors and assigns, including HeadHunter.NET, Inc, as an intended third party beneficiary.

2.5 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws rules of such state.

2.6 Jurisdiction. Any suit, action or proceeding brought by Contributor or Contributtee or their permitted successors or assigns seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any court of competent jurisdiction in the State of New York and each of such parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 2.1 will be deemed effective service of process on such party.

2.7 Counterparts. This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

2.8 Headings. The headings in this Agreement are for convenience of reference only and will not control or affect the meaning or construction of any provisions hereof.

2.9 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) constitutes the entire agreement among the parties with respect to the subject matter of this Agreement. This Agreement (including the Schedules and Exhibits hereto) supersedes all

prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

2.10 Severability: Injunctive Relief. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid, illegal or otherwise unenforceable, in whole or in part, the remaining provisions or enforceable parts thereof will not be affected thereby and will be enforced to the fullest extent permitted by law. In addition, should any provision or any portion thereof ever be adjudicated by a court of competent jurisdiction to exceed the time or other limitation permitted by applicable law as determined by such court in such action, then such provisions will be decreased, performed to the maximum time or other limitations prescribed by applicable law, the parties acknowledging their desire that in such event such action be taken.

The parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BERNARD HODES GROUP INC.

By: *Barry J. Waquer*
Name: Barry J. Waquer
Title: Secretary

CAREER MOSAIC INC.

By: *Raymond E. McGovern Tr.*
Name: Raymond E. McGovern Tr.
Title: Secretary

Schedule 1.1(a)

CAREEMOSAIC CONTRACTS**ACTIVE****CO-BRANDED CONTRACTS**

ACC Communications Inc.
Ability Magazine
AccountingNet
Athena Publications
Black World
Computer Currents Publishing Corp
Databex Corporation
ExpoWorld.net Ltd.
Frances Quittel Inc.
Gordon Publications
Granite Broadcasting Corporation
HRPLAZA, a division of BHG
HalfThePlanet.com
The Homebuyer's Fair, LLC
Infohall LLC
InteliHealth
International Personnel Management Association
LanguageForce Inc.
myorangecounty.com
Penton Media Inc.
Peri Mongers
Positive Support Review, Inc.
Restrac, Inc.
Sales and Marketing Management
SER-JOBS for Progress National
Service911.com
Sprint Canada Inc.
WWWomen.com
WorldNow Online Network, Inc.

CO-BRANDED DRAFTS

AssociationCentral.com
News Channel 5 Network LP

INTERNATIONAL AGREEMENTS

Adcorp Australia PTY.LTD
Illico Hodes

OTHER REVENUE AGREEMENTS

Individual Software Inc.
Fortune Magazine
International Assessment Network
The Prudential Insurance Company of America

VENDOR AGREEMENTS

24/7 Media
About.com
DoubleClick, Inc.
Encompass
Excite
Exodus Communications, Inc.
EzeeNET, Inc.
Go Network
Human Resource Executive
I/PRO
Internet Distribution Services, Inc.
Lycos, Inc.
Madison Avenue Technology Group, Inc.
Media Metrix
MyPoints.com, Inc.
Netstart, Inc. (CareerBuilder)
Oracle
Sky Sites Inc.
Thaumatargix, Inc.
WorkForce Online
Yahoo

PURCHASE AGREEMENTS

Bob Taylor & Associates
TheraSearch, Inc.
Steven Jay Grossman
(Careers.com purchase)

OTHER CONTRACTS

Computer Sciences Corporation
Conxion
Dell Computer Corporation
Gamesville.com
HRMagazine
Interbrand
Junglee Corp.
Kforce
KNTV Television
MindSpring/Netcom
Organic, Inc. and Organic Media, Inc.
Pacific Bell Internet Services
Prudential Insurance Company of America
Readmor-Blackwell Korea Inc.
Smart POST Network LLC
Sun Microsystems, Inc.

Schedule 1.1(a)

Domain Names

- careermosaic.com
- careers.com
- accountingopps.com (co-owned with accountingnet)
- careers.com
- caree.com
- careerasia.com
- careeres.com
- careermosaic.com
- careers.com
- careres.com
- carreaars.com
- carrees.com
- emagent.com
- cmemail.com
- dentalopps.com
- emailcm.com
- financeopps.com
- healthopps.com
- healthops.com
- hropps.com
- insuranceopps.com
- marketingopps.com
- nurseopps.com
- publicsectorjobs.com
- resumemail.com
- jobpath.com
- resumebuilder.com
- connectyou.com
- insjobs.com
- myresume.com

Schedule 1.1(a)

R.M.A.
OFFICE MACHINES

Asset No.	Loc.	Dep-Asc.	St. Code	MT Avg. Value	Days
01022	CP	01/07	118000	26,927.27	823
01028	CP	01/07	118000	6,864.81	144
01208	CP	01/07	118000	2,220.45	89
01377	CP	01/07	118000	2,220.45	72
01378	CP	01/07	118000	18,408.24	281
01383	CP	01/07	118000	18,408.24	823
01384	CP	01/07	118000	11,624.71	648
01384	CP	01/07	118000	7,517.27	288
01387	CP	01/07	118000	8,304.48	148
01412	CP	01/07	118000	3,864.81	87
01414	CP	01/07	118000	10,074.88	278
TOTAL				982,284.82	

Asset No.	Loc.	Dep-Asc.	St. Code	MT Avg. Value	Days
01446	CP	01/08	118000	2,206.19	71
01461	CP	01/08	118000	2,206.17	76
01482	CP	01/08	118000	3,828.48	44
01478	CP	01/08	118000	4,778.88	123
01481	CP	01/08	118000	3,828.48	188
01486	CP	01/08	118000	2,491.18	86
01488	CP	01/08	118000	18,857.14	644
01801	CP	01/08	118000	2,397.88	82
01813	CP	01/08	118000	2,397.88	87
01822	CP	01/08	118000	8,778.58	140
TOTAL				48,772.34	

Asset No.	Loc.	Dep-Asc.	St. Code	MT Avg. Value	Days
01884	CP	01/08	118000	8,851.70	81
01882	CP	01/08	118000	8,448.08	141
01883	CP	01/08	118000	7,818.24	183
01889	CP	01/08	118000	4,222.82	86
01890	CP	01/08	118000	8,848.18	138
01891	CP	01/08	118000	8,848.18	137
01873	CP	01/08	118000	4,883.48	119
01874	CP	01/08	118000	3,272.38	89
01875	CP	01/08	118000	34,074.38	823
01878	CP	01/08	118000	2,023.71	74
01879	CP	01/08	118000	2,023.71	73
01882	CP	01/08	118000	8,972.82	298
01713	CP	01/08	118000	288,487.28	11,876
01728	CP	01/08	118000	1,424.08	543
01727	CP	01/08	118000	48,228.18	2,889
01728	CP	01/08	118000	81,288.48	3,287
01728	CP	01/08	118000	43,188.17	7,332
01728	CP	01/08	118000	28,868.18	1,383
01743	CP	12/01/89	118000	7,484.12	1,314
TOTAL				878,872.82	

CTRL COST	1987-1989	1987-1989	1987-1989
TOTAL ACQUIN DEBT	1987-1989	223,440.00	33,746

SUMMARY OF DEBT EXP.	1987	1988	1989
INT	17,288	42,718	28,887
DEBT	28,887	53,889	33,468
TOTAL	46,175	96,607	62,355

Schedule 1.1(a)

HA
 CAREERMO SAIC FIXED ASSETS
 FIXED ASSETS @ 12/31/99

CATEGORY	BRANCH	YR ACQ	COST	ACCUM DEPR		
				@ 12/98	EXP 12/99 YR	@ 12/31/99
FURNITURE	PA	1997	16,807.43	2,521.11	1,881.00	4,202.11
	PA	1998	18,506.19	925.91	1,851.00	2,776.31
TOTAL-FURN/PA			35,313.62	3,446.42	3,532.00	6,978.42
LESS: ACC DEPR @ 11/99						6,683.42
EXPENSE 12/99						295.00

Schedule 1.1(a)

**BERNARD HODES ADVERTISING, INC.
FOREIGN TRADEMARK REGISTRATIONS**

11200	Argentina	CareerMosaic	1654914	01-09-98	01-09-08
11201	Brazil	CareerMosaic	22435	04-15-96	04-15-03
11202	Canada	CAREERMOSAIC	477774	06-06-97	06-06-12
10317	Chile	CAREERMOSAIC	500917	01-09-98	01-09-08
11251	China	CAREERMOSAIC	1109580	09-21-97	09-20-07
12571	CTM	CAREER MOSAIC	21774	11-27-98	04-01-06
12484	France	CAREER MOSAIC	96626110	05-20-96	05-19-06
11299	Hong Kong	CAREER MOSAIC	013101998	11-21-95	11-21-02
11296	Israel	CAREERMOSAIC	105294	05-16-96	05-16-03
11318	Japan	CAREER MOSAIC	4150664	05-29-98	05-29-08
11350	South Korea	CareerMosaic	42820	06-18-98	06-18-08
11271	New Zealand	CareerMosaic	265185	07-31-96	07-31-03
12396	Singapore	CAREER MOSAIC	T96A00787A	11-21-95	11-21-06

XXXXXXXXXX 513(10)

12332	South Africa	CARBERMOSAIC	9603550	03-15-96	03-15-06
11206 11222	Spain	CARBERMOSAIC	2038991	07-10-96	07-10-06 Inzes due 07-13-01
12403	Thailand	CarcerMosaic	Bor8300	05-23-96	05-23-06
11470	United Kingdom	CARBER MOSAIC	2052359	01-18-96	01-18-06

Schedule 1.1(a)
 BERNARD HODGES ADVERTISING, INC.
 FOREIGN TRADEMARK APPLICATIONS

	CAREER MOSAIC	704632	03-15-96	Objection raised by TM Office as to prior similar mark - MOSAIC owned by Egyptian Limited
Brazil	CAREERMOSAIC	819789640	01-16-97	Objection raised by TM Office as to prior registration for MOSAICO owned by Mosalco Publicidade Ltda; consent submitted to Trademark Office.
India	CAREERMOSAIC		05-21-96	Awaiting examination
Indonesia	CAREER MOSAIC	797873	03-25-96	Awaiting examination
Malaysia	CAREER MOSAIC	9604549 (9)	05-02-96	Descriptiveness objection raised; reply filed
		9604550 (16)		Awaiting examination.
Uruguay	CAREERMOSAIC	291967	12-11-96	Accepted; awaiting issuance of Certificate of Registration.

**BERNARD HODDES ADVERTISING, INC.
U.S. TRADEMARK REGISTRATIONS.**

U1146	CAREERMOSSAC	Bernard Hoddes Advertising, Inc.	2,103,460	18/07/97	10/07/03	10/07/07	Computer on-line services, namely, providing access to a global computer network featuring information on career planning, employment needs, employment opportunities and employees, in Cl. 42
U1145	CAREERMOSSAC and Design	Bernard Hoddes Advertising, Inc.	1,946,603	01/09/96	01/09/02	01/09/06	Providing access to an interactive computer database in the field of employees, employment information and employment opportunities, in Cl. 42

CAREERMOOSAIC BALANCE SHEET AS OF 12/31/99

ASSETS

A/R	1120000	\$	1,654,138.35
PREPAID EXPENSE	1140200	\$	759,359.31
GOODWILL-TAYLOR ASSOC	1155200	\$	200,000.00
ACC.AMORT.TAYLOR ASSOC.	1155250	\$	(15,008.00)
GOODWILL-THERASEARCH	1155400	\$	30,000.00
ACC.AMORT.-THERASEARCH	1155450	\$	(17,000.00)
GOODWILL-CAREER.COM DOMAIN	1155600	\$	1,300,000.00
ACC.AMORT.-CAREER.COM DOMAIN	1155650	\$	(5,416.66)
FURNITURE & FIXTURES	1180100	\$	35,313.62
OFFICE MACHINES	1180300	\$	828,379.78
ACC.DEP-FURNITURE & FIXTURES	1185100	\$	(6,978.72)
ACC.DEP-OFFICE MACHINES	1185200	\$	(223,450.00)
		\$	<u>4,539,335.68</u>

LIABILITIES

VOUCHERS PAYABLE	2203000	\$	(268,291.61)
ACCRUED EXPENSE	2208300	\$	(243,960.94)
ACCRUED COMMISSION	2208500	\$	(157,190.46)
C.M RETAINER INCOME	2208800	\$	(92,272.79)
C.M.-RETAINER INC 8/98 FORWARD	2208850	\$	(999,801.07)
DEFERRED INCOME CM RESUME	2225200	\$	(655,928.00)
		\$	<u>(2,417,444.87)</u>

EQUITY

1190150	\$	(2,121,890.81)
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TOTAL LIABILITIES & EQUITY

\$	(4,539,335.68)
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Schedule 1.4(iii)
 DMFAC331.XLS

LAST NAME	FIRST NAME	JOB TITLE	SALARY	DIVISION
SAPORNIKOV	ALEXANDER	ORACLE DEVEL OPER	57000	BHACM
COHEN	BRENDA	SALES CONSULTANT	48000	BHACM
PATCHEN	CHRISTA	SALES CONSULTANT	48000	BHACM
DOLE	CYNTHIA	SALES CONSULTANT	50000	BHACM
MACLAUGHLIN	DANIELLE	SALES CONSULTANT	45000	BHACM
STEPHANY	DOUG	ONLINE CONTENT MGR	30000	BHACM
HALES	JILL	MGR AGENCY SALES	55000	BHACM
STEINMEYER	JULIA	CR NEW BUS DVL P	65000	BHACM
GLESSNER	NEAL	NEW BUS DEV MGR	130000	BHACM
TAYLOR	ROBERT	CONSULTANT	135000	BHACM
LATIMER	THOMAS	ACCOUNT EXEC	52000	BHACM
CAMACHO	BEN	SALES MANAGER	75000	BHACMNY
HUTCHINS	CHRISTOPHER	SALES CONSULTANT	35000	BHACMNY
EHLERS	CLAS	TRAINING DIRECTOR	75000	BHACMNY
JOHNSON	CLIFTON	SALES ASSISTANT	32000	BHACMNY
MARIS	GORY	AVTL SALES MANAGER	125000	BHACMNY
WURF	DAVID	MARKTADV MANAGER	85000	BHACMNY
GLUZMAN	DIMITRY	BILLING ANALYST	22000	BHACMNY
MURPHY	DOROTHY	SALES CONSULTANT	40000	BHACMNY
MALMUD	ELIZABETH	SR FIN ANALYST	67500	BHACMNY
ENG	FLORENCE	MARKETING SPECIALIST	50000	BHACMNY
ZAVALLA	GEORGE	BILLING ANALYST	25000	BHACMNY
ESTRELLA	JASMINE	MARKETING ANALYST	28000	BHACMNY
HAWLEY	JAYSON	SR SYSTEM ADMINISTRAT	90000	BHACMNY
ROBERSON	JENNA	ADMIN ASSISTANT	35500	BHACMNY
LAMBERT	JOHN	SALES CONSULTANT	35000	BHACMNY
LAM-LO	MARY ANN	DATA BASE MNGR	170000	BHACMNY
BOHN	MICHAEL	DATABASE ADMININ	40000	BHACMNY
BECKERSTAFF	NATHAN	SALES CONSULTANT	35000	BHACMNY
KAMBOURMAN	NELLY	SALES COORDINATOR	35000	BHACMNY
BAKUM	NICOLE	SALES ASSISTANT	32000	BHACMNY
CHOWLEY	OWEN	MGR INTERNET TECH	150000	BHACMNY
BOSTON	SHANNON	SALES CONSULTANT	34000	BHACMNY
REED	STACI	SALES CONSULTANT	36000	BHACMNY
WEBER	WILLIAM	ACCOUNT EXEC	45000	BHACMNY
STAHL	CARLENE	VP DIR OF OPERATIONS	125000	BHACMCPA
SU	CHRISTINA	ACCOUNT EXEC	42000	BHACMCPA
AHLERBING	CHRISTOPHER	HTML PROD ARTIST	15	BHACMCPA
BEDI	DAMIAULT	SR SERVICE REP	30000	BHACMCPA
WILBANKS	DANIEL	WEB DEVELOPER	55000	BHACMCPA
WITT	DARREN	ASSOCIATE AE	36000	BHACMCPA
LIM	DIANE	PRODUCER	40000	BHACMCPA

Schedule L.4(111)

QMFAC331.XLS

FALSTINE	EMLY	OFFICE COORDINATR	28000	BHACMPA
CONGER	ERIC	CUST SERV REP	38000	BHACMPA
WALUGH	IN SUN	SF PRODUCER	50000	BHACMPA
BAKER	JEANETTE	CUST SERV REP	29500	BHACMPA
SHAW	JENNY	ASSOCIATE AE	36000	BHACMPA
ALBERNI	VERARD	CUST SERV REP	30000	BHACMPA
CUEVAS	JESSE	ADMIN ASSISTANT	30	BHACMPA
TUCKER	JILLIAN	SALES CONSULTANT	38000	BHACMPA
PAULSEN	KENDRA	MANGR OF PROD SERV	66000	BHACMPA
YOUNG	KIMBERLY	SUPV ACCOUNT SERVICES	60000	BHACMPA
FALSTINE	LAURA	CLERICAL ASST	10	BHACMPA
FRIZZELL	MICHAEL	HTML PROD ARTIST	28500	BHACMPA
DUNBAR	MICHELLE	ACCOUNT EXEC	44000	BHACMPA
WEBSON	NICHOLE	INSIDE SALES REP	42500	BHACMPA
SIMMONS	REGINAULD	CUST SERV REP	40000	BHACMPA
SOTO-FOGLE	REYNA	BILLING SYS COORD	30000	BHACMPA
STAJL	SARA	CUST SERV REP	12	BHACMPA
WAARICH	SHANA	SALES REP	46500	BHACMPA
SHACKMAN	STONEY	RECEPTIONIST	34000	BHACMPA
WHITE	TANEYA	Room Scheduling	28000	BHACMPA
SOARES	TAMMY	MANAGER CLIENT SE	65000	BHACMPA
ZINSER	THOMAS	SALES CONSULTANT	25000	BHACMPA
MURRAY	URSULA	CONSULTANT	50000	BHACMPA
PERRY	VANESSA	ADMIN ASSISTANT	26000	BHACMPA
NARVASA	VERONICA	GRAPHIC DESIGNER	50000	BHACMPA

Schedule 1.4(iv)

Third Party Liabilities

None