

09-28-2000



RECORD, 101473911  
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment  License
  - Security Agreement  Nunic Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
September 13, 2000

Conveying Party

Mark if additional names of conveying parties attached  
 Execution Date  
 Month Day Year  
 September 13, 2000

Name Terrance Tomkow

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 RPost International Limited

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) c/o Terrance Tomkow, RPost Inc.

Address (line 2) 5777 West Century Blvd., Suite 1790

Address (line 3) Los Angeles City California State/Country 90048 Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other Private Limited Company
  - Citizenship/State of Incorporation/Organization Bermuda
- 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.)

FOR OFFICE USE ONLY

09/27/2000 MTHAI1 00000436 75841129

01 FC:481 40.00 DP

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. 20503. See OMB 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: 002149 FRAME: 0026

**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)**

<input type="text" value="75841129"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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

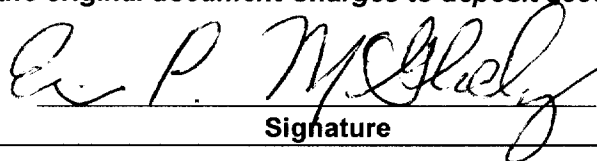
No

**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.

Erin P. McGlinchey

Name of Person Signing



Signature

September 21, 2000

Date Signed

**ASSIGNMENT AGREEMENT  
FOR  
TRADEMARKS, SERVICE MARKS, & TRADENAMES**

This AGREEMENT ("Agreement") is made on this date by and between **Terrance Tomkow**, and **RPost International Limited**, a corporation organized under the laws of Bermuda (hereinafter "Assignee").

WHEREAS, Assignor, as agent for himself, Ken Barton and Zafar Khan, owns certain domestic and foreign common law and registered trademarks, service marks and applications (collectively the "Trademarks") and certain tradenames (the "Tradenames") both set forth in Exhibit A and incorporated herein by reference;

WHEREAS, Assignor, Barton and Khan desire to assign, sell, transfer, and deliver, and Assignee desires to purchase and receive, all right, title and interest in and to the Trademarks and Tradenames and the goodwill of the business associated with each of said Trademarks and said Tradenames;

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells, conveys, transfers, delivers and contributes to Assignee, its successors and assigns all of Assignor's right, title and interest in and to said Tradename and said Trademarks together with all goodwill of the business associated with the Tradename and Trademarks collectively and individually, the respective registrations and applications for registration thereof, and the right to sue for past infringement thereof.
2. Assignor hereby requests the Commissioner for Trademarks, and the Registering Authority of any designated country responsible for registering any Tradename or Trademarks, to issue the corresponding Certificate of Registration to said Assignee, including any pending applications in the United States or in any other country for registration of the Tradename or Trademarks listed in Exhibit A.

3. Assignor covenants that it will cooperate fully in, and will execute all documents, papers, forms, and authorizations and take all other reasonable actions that may be necessary or desirable for confirming and/or effecting the transfer made pursuant to paragraph 1 herein above, including but not limited to, execution and delivery of any documents necessary or useful in transferring or otherwise vesting rights in said Tradename in Assignee and confirming and/or effecting divestiture of rights in and to said Tradename by Assignor.

4. During the pendency of the transfer of the Tradename with the requisite Secretary of State's Office, or otherwise for so long as Assignor has any right, title or interest in the Tradename or in the Trademarks, Assignor hereby grants Assignee an exclusive, worldwide, royalty free, freely assignable license and consent to use the Tradename and Trademarks.

5. (A) Assignor hereby represents and warrants that: (a) Assignor is the owner, registrant, and/or applicant of all right, title and interest in and to the Tradename and the Trademarks, and Assignor has not heretofore assigned, licensed, given consent to use, or otherwise transferred any rights in the Tradename and Trademarks; (b) Assignor is fully authorized to enter into this Agreement; (c) Assignor may lawfully sell, convey, transfer, assign, deliver and contribute to Assignee all right, title and interest in and to the Tradename and Trademarks to Assignee free of any lien, security interest or other right owned by any third party, (d) Exhibit A is a complete and accurate list of all of Assignor's tradenames, trademarks and service marks, and their registration status, used in the business associated with the Tradename and Trademarks.

(B) Assignor hereby represents and warrants that (a) to the extent that any of said Tradename and Trademarks are registered or are the subject of a pending application for registration, all costs, fees and expenses associated with any corresponding applications, registrations and maintenance of any of said Tradename and Trademarks due to date have been paid in full and (b) to the extent that any of said Tradename and Trademarks are registered or are the subject of any pending applications for registration, Assignor's application or registration of said Tradename and Trademarks is not due to expire or lapse within thirty (30) days of Assignor's execution of this Agreement, nor is Assignor's application, registration, title, or

interest in and to any of said Tradename or Trademarks in jeopardy of termination for any reason.

(C) Assignor hereby represents and warrants that, to the best of Assignor's knowledge, the Tradename and Trademarks are not the subject of proceedings for patent, trademark, service mark, tradename, patent, or copyright infringement, dilution, or unfair competition or any other cause of action, in any jurisdiction, and that neither Assignor, nor any of his agents, assigns, representatives, affiliated companies, or partners is aware of, or has been accused of trademark, service mark, tradename, patent, or copyright infringement due to the conduct of its business, as it relates to any of said Trademarks and Tradenames, in any jurisdiction.

(D) Assignor hereby agrees to indemnify and hold harmless Assignee, its assigns, successors, affiliates, shareholders, and directors, for any claims, damages, awards, expenses, reasonable attorney's fees, and costs associated with any cause of action arising out of Assignor's use or ownership of said Tradename and Trademarks.

6. This Agreement shall be governed by and construed in accordance with laws of the State of Nevada, without regard to any conflict of laws principles and each party hereby agrees to be subject to personal jurisdiction in the State of Nevada.

7. This Agreement, together with Exhibit A attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understanding and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement.

8. The provisions of this Agreement shall survive the delivery of said Tradename and Trademarks. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is, to that extent, to be deemed omitted and the balance of the Agreement shall remain enforceable.

9. Each of the undersigned represents and warrants that he, she or it is duly and validly authorized to execute this Agreement and any addendum hereto.

**Terrance Tomkow (Assignor)**

TERRANCE TOMKOW  
Terrance Tomkow

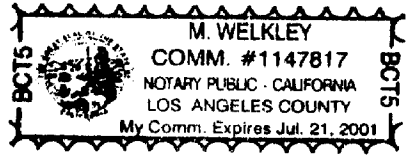
Date: Sept 13, 2000

California State )  
) ss  
Los Angeles County )

Before me this 17<sup>th</sup> day of September, 2000, personally appeared Terrance Tomkow and acknowledged that he/she executed the foregoing instrument as his/her free act and deed and for the purposes stated in it.

[Signature]  
Notary Public

My commission expires on 7-21-01



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**RPost International Limited (Assignee)**

TERRANCE TOMKOW  
Name TERRANCE TOMKOW  
Title President

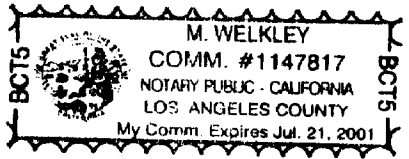
Date: Sept 13, 2000

California State )  
) ss  
Los Angeles County )

Before me this 17<sup>th</sup> day of September, 2000, personally appeared Terrance Tomkow and acknowledged him/herself to be a duly authorized representative of RPost International Limited., a corporation, and that he/she executed the foregoing instrument as his/her free act and deed and for the purposes stated in it.

[Signature]  
Notary Public

My commission expires on 7-21-01



**EXHIBIT A**  
**to**  
**Assignment Agreement**  
**for**  
**Trademarks, Service Marks, & Tradenames**

75841129

Trademark  
Application

RPOST

Filed 12/10/99;  
Office Action  
mailed 5/15/00