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101548447

U.S. Patent & TMO/TM Mail Rpt Dt. #64

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Name Pagemaster, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Arizona

Receiving Party

Mark if additional names of receiving parties attached

Name buzzsaw.com, inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 California Street

Address (line 2) _____

Address (line 3) San Francisco
City

California
State/Country

94104
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY
03/20/2001 101021 00000151 75699631

01 FC:481
02 FC:482

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00000163 75699630
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Name

Address (line 1)

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Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (831)649-8800

Name

F. David LaRiviere (LaRiviere, GRubman & Payne, LLP.)

Address (line 1)

One Lower Ragsdale Road

Address (line 2)

Building 1, Suite 130

Address (line 3)

Monterey, CA 93942

Address (line 4)

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2

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

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Trademark Application Number(s)

Registration Number(s)

75/699,631		
75/699,632		
75/699,633		

Number of Properties

Enter the total number of properties involved.

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3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

Method of Payment:

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Deposit Account

Deposit Account

**\$40.00 previously paid (see page 1 receipt stamp)

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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.

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Signature

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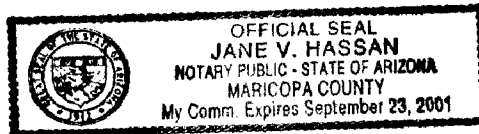
TRADEMARK ASSIGNMENT

For good and valuable consideration, including the mutual covenants and agreements contained in the certain Asset Purchase Agreement between the parties dated March 21, 2000 ("the Agreement"), the receipt and sufficiency of which is hereby acknowledged, Pagemaster, Inc., an Arizona S-corporation ("Assignor"), hereby assigns, transfers, and conveys to buzzsaw.com, inc., a Delaware corporation ("Assignee") all of Assignor's rights, title, and interest throughout the world in and to the trademarks described in the Schedule A attached hereto (and to any other interest in the copyrights or trademarks owned by Assignor, but not listed in the Schedule A) together with the goodwill of the business in which such trademarks and copyrights are used. This assignment shall include the registrations and applications to register the trademarks described in Schedule A, along with any other applications or registrations for the trademarks and copyrights and the right to prosecute such applications or any new applications for the trademarks and copyrights, and enjoy the benefits of any registrations resulting therefrom. Assignor hereby acknowledges that pursuant to the Agreement Assignee is the successor to the portion of the business of Assignor to which the trademarks pertain.

Furthermore, Assignor conveys to Assignee the right to sue, or defend, or bring or maintain other actions to protect the interests in the trademarks and copyrights assigned herein, including without limitation oppositions and actions for past, present, and future infringement. Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the copyrights and trademark applications hereunder. Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

Assignor: PAGEMASTERS, INC
Signed: [Signature]
Printed: THOMAS J. DIMITRI
Title: PRESIDENT

[Signature]



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