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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
DeMorgan Industries Corporation

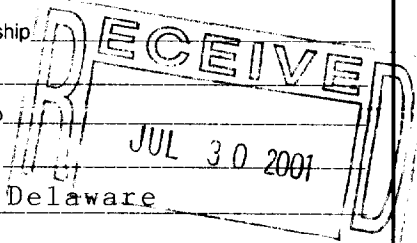
Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State : Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Name: Index Stock Imagery, Inc.
Internal
Address: _____
Street Address: 23 West 18th Street
City: New York State: NY Zip: 10011

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: December 20, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2, 153, 723

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anthony B. Corleto
Internal Address: _____
Corleto & Associates, P.C.
Street Address: _____
107 Mill Plain Rd. Suite 200
City: Danbury State: CT Zip: 06811

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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.

Jamil A. Saghir
Name of Person Signing

[Signature]
Signature

7/5/01
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/06/2001 LMUELLER 00000079 2153723
01 FC:481 40.00 DP

TRADEMARK
REEL: 002340 FRAME: 0529

ASSIGNMENT

WHEREAS, DeMorgan Industries Corporation, a Delaware corporation, with offices at 1450 Washington Blvd., Suite S1310, Stamford CT 06902 (hereinafter "Assignor"), owns all right title and interest in and to the WebSpice® trademark registered in certain countries, including the United States of America (United States registered trademark #2,153,723), as specified in Schedule A herein (hereinafter the "Mark") and for which applications have been filed in certain other countries;

WHEREAS, Index Stock Imagery, Inc., a Delaware corporation, having offices located at 23 West 18th Street, New York, NY 10011, together with its successors and assigns, (hereinafter "Assignee"), is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW THEREFORE, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby, without reservation:

1. Assigns, transfers and conveys to Assignee the entire right, title, and interest in and to said Mark, all effective registrations of the Mark and pending applications for registration of the Mark, in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications, and any and all reissues and extensions of such Mark granted upon said applications, and every priority right that is or may be predicated upon or arise from said Mark and applications.
2. Authorize Assignee to file any applications in any or all countries for such Mark in the name of Assignee or otherwise, as Assignee may deem advisable.
3. Authorize and request the Patent and Trademark Office of the United States of America and the empowered officials of all other governments to issue or transfer said Mark (United States registered trademark #2,153,723) to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct.
4. Assignee, from the date of this Agreement forward, hereby accepts all responsibility and cost for maintaining effective registrations, renewing or continuing registrations, processing pending applications for registration, policing the Mark, defending any claims of infringement against the Mark, prosecuting any claims of infringement against others.
5. Assignor's warranties and representations with respect to said Mark are specified in Section 4.1.4 of the Asset Purchase and License Agreement dated this day ("Purchase Agreement", annexed herein as Appendix A). Assignor makes no warrantee or representation with respect to said Mark except as set forth in Section 4.1.4 of the Purchase Agreement, and no warrantee or representation shall be implied except as set forth in Section 4.1.4 therein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its President this 20th day of December, 2000.

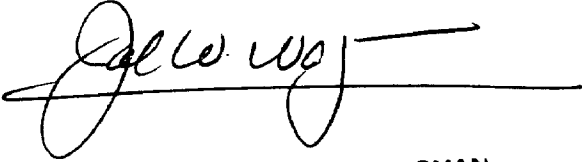
DEMORGAN INDUSTRIES CORPORATION

By: 

President

~~Witness:~~ _____

Subscribed and sworn to
this 20th day of December, 2000



JOEL W. WAGMAN
NOTARY PUBLIC, State of New York
No 60-4832618
Qualified in Westchester County
Commission Expires July 31, 18
2001