

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

04-01-2002



102037915

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

FINANCE SECTION

2002 MAR 15 AM 9:20

OFFICE OF PATENT RECORDS

3-15-02

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
Jan. 7, 2002

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
Jan. 8, 2002

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

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).

Other

Citizenship/State of Incorporation/Organization

03/29/2002 0BYRNE 00000090 75904087

01 FC:481
02 FC:482

40.00 OP
250.00 OP

FOR OFFICE USE ONLY

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: 002472 FRAME: 0589

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="75/904,087"/>	<input type="text" value="76/114,336"/>	<input type="text" value="76/156,7852"/>	<input type="text" value="2,497,779"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/114,335"/>	<input type="text" value="76/114,340"/>	<input type="text" value="76/271,938"/>	<input type="text" value="2,134,614"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/114,339"/>	<input type="text" value="76/156,783"/>	<input type="text"/>	<input type="text" value="2,430,700"/>	<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.

Liisa M. Thomas
Name of Person Signing


Signature

March 4, 2002
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made by and between Luminant Worldwide Corporation, a Delaware corporation and debtor-in-possession ("Assignor"), and Lante Corporation, a Delaware Corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Amended and Restated Asset Purchase Agreement, dated as of January 7, 2002 (the "Purchase Agreement");

WHEREAS, the Bankruptcy Court for the Southern District of Texas has approved the sale, transfer and assignment of assets described in the Purchase Agreement, including the assignment of the trademarks subject to this Agreement and attached hereto in Exhibit A, to the Assignee by an order dated January 8, 2002.

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Exhibit A attached hereto and made a part hereof, including variations and derivations thereof (the "Marks");

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks as listed on Exhibit A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

This Trademark Assignment is delivered pursuant to, on the terms of, and subject to the representations and warranties set forth in the Purchase Agreement.

ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE

PURCHASE AGREEMENT, OR THAT MAY BE EXPRESSLY SET FORTH ELSEWHERE IN THIS TRADEMARK ASSIGNMENT (IF AT ALL), THE ASSETS, RIGHTS, AND PROPERTIES TO BE CONVEYED BY ASSIGNOR TO ASSIGNEE HEREUNDER ARE CONVEYED IN "AS-IS, WHERE-IS" CONDITION WITHOUT WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO PHYSICAL CONDITION, SUITABILITY FOR A PARTICULAR PURPOSE, FAIR MARKET VALUE, OR ANY OTHER MATTER WHATSOEVER. FURTHERMORE, ASSIGNEE ACKNOWLEDGES, REPRESENTS, AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS NOT BEEN INDUCED TO EXECUTE THIS AGREEMENT BY ANY ACT, STATEMENT, OR REPRESENTATION OF ASSIGNOR OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES NOT EXPRESSLY SET FORTH IN THIS TRADEMARK ASSIGNMENT OR IN THE PURCHASE AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 8th day of JANUARY, 2002.

LUMINANT WORLDWIDE CORPORATION

By: *James R. Cooney*

Name: JAMES R COONEY

Title: CEO

LANTE CORPORATION

By: _____

Name: _____

Title: _____

Subscribed and Sworn to Before Me
this 8th day of January, 2002.

James L. Smith

Notary Public

My commission expires: 10/31/04

Subscribed and Sworn to Before Me
this _____ day of _____, 200 .

Notary Public

My commission expires: _____

Lante/Luminant—LWC Trademark Assignment

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 8th day of January, 2002.

LUMINANT WORLDWIDE CORPORATION

LANTE CORPORATION

By: _____

By: C. R. Puryea

Name: _____

Name: C. R. Puryea

Title: _____

Title: President + CEO

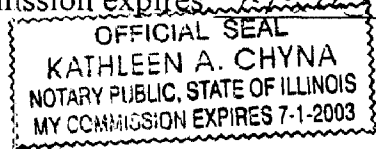
Subscribed and Sworn to Before Me
this _____ day of _____, 2002.

Subscribed and Sworn to Before Me
this 8th day of January, 2002

Notary Public
My commission expires: _____

Kathleen A. Chyna

Notary Public
My commission expires: 7-1-2003



Lante/Luminant—LWC Trademark Assignment

EXHIBIT A**TRADEMARKS**

MARK	SERIAL/REG. NUMBER	FILE/REG. DATE
Stylized "L" with "LUMINANT" written underneath (service/word & design mark)	S.N. 75/904,087	F.D. 1/31/00
Stylized "L" (service/design mark)	R.N. 2,497,779	R.D. 10/16/01
IM3DR (service/word mark)	S.N. 76/114,335	F.D. 8/22/00
RU3DR (service/word mark)	S.N. 76/114,339	F.D. 8/22/00
WE STRETCH THE NET	S.N. 76/114,336	F.D. 8/22/00
STRETCH THE NET (service/word mark)	R.N. 2,134,614	R.D. 2/3/98
WE STRETCH THE WEB (service/word mark)	S.N. 76/114,340	F.D. 8/22/00
FREE RANGE	S.N. 76/156,783	F.D. 10/31/00
FREE RANGE CONSULTING	S.N. 76/156,782	F.D. 10/31/00
WANT MORE	S.N. 76/271,938	F.D. 6/15/01
Stylized Mathematical Symbols (service/design mark)	R.N. 2,430,700	R.D. 2/27/01