

07-30-2002  
102174022

To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Powerbrief, Inc.

07.02.02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 28, 2002

2. Name and address of receiving party(ies)

Name: PCW Holdings, LLC

Internal Address: 2711 Centerville Road

Street Address: Suite 400

City: Wilmington State: DE Zip: 19808

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other Limited Liability Company

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

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

A. Trademark Application No.(s)

75/771,667

B. Trademark Registration No.(s)

2,465,562                      2,506,540

Additional number(s) attached  Yes  No

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

Name: Deborah M. Lodge

Internal Address: Patton Boggs, LLP

07/30/2002 TDI AZ1 00000009 75771667

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

Street Address: 2550 M Street, N.W.

City: Washington State: D.C. Zip: 20037

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-709

(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.

*Deborah Lodge*  
Name of Person Signing

*Deborah M. Lodge*  
Signature

6/27/02  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

**GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), dated as of January 28, 2000, is made between Powerbrief, Inc., a Texas corporation ("Seller"), and PCW Holdings, L.L.C., a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer are parties to the Asset Purchase Agreement, dated as of November 30, 2001 (the "Agreement"), between Seller and Buyer, pursuant to which Seller is selling and Buyer is agreeing to purchase the Acquired Assets of Seller. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and in the Agreement, the parties hereto agree as follows:

1. Assignment. Seller does hereby sell, transfer, convey, assign and deliver to Buyer, and Buyer does hereby accept, all of Seller's right, title and interest in and to the Acquired Assets pursuant to the terms of the Agreement.
2. Assumption of Assumed Liabilities. Buyer hereby undertakes and agrees, from and after the date of this Assignment Agreement, to assume and be responsible for, when due, any and all of the Assumed Liabilities pursuant to the terms of the Agreement.
3. Excluded Liabilities. Seller hereby acknowledges that it shall be responsible for, when due, any and all of the Excluded Liabilities.
4. Effective Time. The assignment of the Acquired Assets by Seller, and the acceptance of such assignment and the assumption of the duties and obligations of Seller under the Acquired Agreements by Buyer, all pursuant to this Assignment Agreement, shall be effective as of the date hereof.
5. Amendment, Modification and Waiver. This Assignment Agreement may be amended, modified or supplemented at any time only by written agreement of the parties hereto. Any failure by Seller, on the one hand, or Buyer, on

the other hand, to comply with any term or provision of this Assignment Agreement may be waived by Buyer or Seller, respectively, at any time by an instrument in writing signed by or on behalf of Buyer or Seller, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

6. Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Assignment Agreement is not intended, and shall not be deemed, to confer upon or give any person except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

7. Governing Law. This Assignment Agreement shall be governed by the laws of the State of Texas, without regard to the principles of conflicts of law thereof.

8. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Interpretation. The section headings contained in this Assignment Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Assignment Agreement.

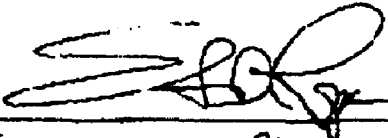
10. Binding Effect; Assignment. Except as otherwise provided in the Agreement, this Assignment Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns; except as contemplated herein, neither this Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, by Buyer or Seller without the prior written consent of the other party hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the day and year first set forth above.


SELLER:

POWERBRUFF, INC.

By:   
Name: ERNEST A RAPP  
Title: EXEC. V.P.

BUYER:

PCW HOLDINGS, INC.

By:   
Name: George Massie  
Title: Vice President

**Schedule 3.04(a)**

<b>Name</b>	<b>Character</b>	<b>Registrar</b>	<b>Status</b>
PowerBrief	Trademark - No. 75/771,667	USPTO	Statement of Use needs to be filed by 1/3/2002
The Future of Litigation	Trademark	USPTO	Notice of allowance has been issued
The Legal Desktop	Trademark	USPTO	
Ultimate Control	Trademark	USPTO	
PowerBrief.com	Domain	Verisign	Exp. 02/28/03
PowerBrief.net	Domain	Verisign	Exp. 08/02/03
PowerBrief.org	Domain	Verisign	Exp. 08/02/03
PowerCounsel.com	Domain	Verisign	Exp. 12/21/01
PowerLitigator.com	Domain	Verisign	Exp. 03/11/02
PowerLitigator.net	Domain	Verisign	Exp. 03/11/02
PowerLitigator.org	Domain	Verisign	Exp. 03/11/02
TheLegalDesktop.com	Domain	Verisign	Exp. 06/05/02
TheLegalDesktop.net	Domain	Verisign	Exp. 06/05/02
TheLegalDesktop.org	Domain	Verisign	Exp. 06/05/02
RicoLitigation.com	Domain	Verisign	Exp. 10/23/2001
<i>Platform Software Rules the Day - And the Future</i>	Copyright - CLE Article		
PowerBrief On-line Help Manual	Material Unregistered Copyright		
PowerBrief Corporate Website	Material Unregistered Copyright		
PowerBrief Sales and Marketing Materials	Material Unregistered Copyright		
PowerBrief <i>Quick Reference Guide</i> and <i>How To</i> documents	Material Unregistered Copyright		