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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 9/31/2002)



102230747

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):
Dockmaster Software Systems, Inc.

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

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

2. Name and address of receiving party(ies)

Name: **Medical Staffing Network, Inc.**
Internal
Address: _____
Street Address: **901 Yamato Road, Suite 110**
City: **Boca Raton** State: **FL** Zip: **33431**

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: **August 26, 2002**

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

A. Trademark Application No.(s): _____
B. Trademark Registration No.(s) **2385596**
2438233

Additional number(s) attached Yes No

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

Name: **Curtis A. Wolfe, Esq.**
Internal Address: _____
Street Address: **Steel Hector & Davis LLP**
200 South Biscayne Boulevard, Suite 4000
City: **Miami** State: **FL** Zip: **33131**

6. Total number of applications and registrations involved:**2**

7. Total fee (37 CFR 3.41) \$ **65.00**

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.

Curtis A. Wolfe, Esq. _____ _____
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D. C. 20231

09/23/2002 TDIAZ1 00000102 2385596
01 FC:481 40.00 OP
02 FC:482 25.00 OP

TRADEMARK
REEL: 002587 FRAME: 0135

ASSIGNMENT OF TRADE NAMES AND INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF TRADE NAMES AND INTELLECTUAL PROPERTY RIGHTS ("Assignment") is made and entered into as of the 26th day of August, 2002 by Dockmaster Software Systems, Inc., a Florida corporation ("Assignor"), in favor of Exuma Technologies, Inc., a Florida corporation ("Assignee"), pursuant to an Asset Purchase Agreement dated as of August 26, 2002 by and among Assignor, Albert Peacock, Arthur Peacock and Assignee (the "Asset Purchase Agreement").

For value received, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following recitals, terms and conditions:

1. Recitals.

(a) Assignor owns common law and statutory rights to the registered trademarks "Dock Master Software Systems" and "Fichemaster" (collectively, the "Trademarks"). In connection with its operation of a computer software business (the "Business"), Assignor may also own certain other intellectual property rights.

(b) As a condition to the closing of the Asset Purchase Agreement, Assignor must assign to Assignee its right to use the Trademarks and certain other intellectual property rights, and the goodwill associated therewith, in order to allow Assignee to conduct its computer software business.

2. Assignment. Assignor hereby sells, grants, conveys, assigns and transfers to Assignee, and Assignee's representatives, successors and assigns, and Assignee hereby agrees to accept the assignment of, all right, title and interest in and to the intellectual property rights that are owned or used by Assignor in connection with the Business including, without limitation, the following: (A) the Trademarks and all trademarks, service marks, licenses, trade names, fictitious names, slogans, logos and other designations and all registrations and applications relating thereto, (B) all computer databases, software and licenses (to the extent assignable) thereto, and all copyrights and registrations therefor, (C) all inventions that are the subject of letters patent or applications therefor, and (D) all confidential or proprietary processes, technical data and other similar information that is of commercial value to the Business; together with the goodwill related thereto, and any royalty income therefrom accruing after the date of this Assignment (collectively, the "Intellectual Property"), free and clear of any and all liens, mortgages, equities, security interests, pledges, charges, debts, taxes, liabilities and encumbrances whatsoever. The Intellectual Property assigned hereunder is more specifically described on Schedule 1 attached hereto.

3. Assignor's Covenant. Assignor acknowledges and agrees that henceforth the Assignee is the exclusive owner of the Intellectual Property and goodwill associated therewith.

Assignor covenants and agrees to refrain from using the Intellectual Property or any intellectual property confusingly similar with the Intellectual Property in the future.

4. Additional Instruments. Assignor further agrees that it will at any time and from time to time, at the request of Assignee, execute and deliver to Assignee all other and further instruments necessary to vest in Assignee the right, title and interest in and to the Intellectual Property which this Assignment purports to transfer to Assignee.

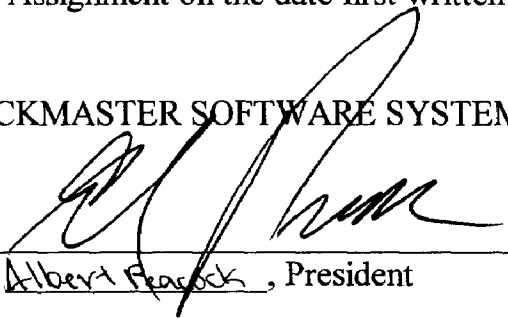
5. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of the parties and their representatives, successors and assigns.

6. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

[Signatures on next page]

Assignor and Assignee have executed this Assignment on the date first written above.

DOCKMASTER SOFTWARE SYSTEMS, INC.

By: 
Albert Fraddock, President

EXUMA TECHNOLOGIES, INC.

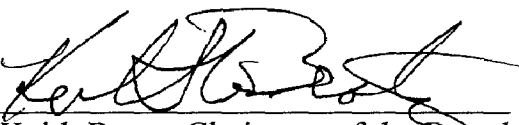
By: _____
Keith Beaty, Chairman of the Board

Assignor and Assignee have executed this Assignment on the date first written above.

DOCKMASTER SOFTWARE SYSTEMS, INC.

By: _____
_____, President

EXUMA TECHNOLOGIES, INC.

By: 

Keith Beaty, Chairman of the Board

Schedule 1 to Assignment of Trade Names and Intellectual Property Rights

1. Trademark of Dock Master Software Systems, Serial # 75/828,016
2. All common law trademark rights to the name "Dock Master Software Systems"
3. Trademark of Fichemaster, Serial # 75/828,015
4. All common law trademark rights to the name "Fichemaster"
5. All intellectual property rights to the Visual Basic version of DockMaster 6.0