



11-15-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): Creative Planet, Inc. 11-8-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Maythenyi, Inc.
Internal
Address: c/o Pamela Maythenyi Suite 120
Street Address: 1499 W. Palmetto Park Rd.
City: Boca Raton State: FL Zip: 33486
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Florida
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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: August 30, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2121909
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2121909

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Todd S. Payne, Esq.
Internal Address:
Zebersky & Payne, LLP
Street Address: 4000 Hollywood Blvd.
Suite 400-North
City: Hollywood State: FL Zip: 33021

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$40.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
11/14/2002 BYRNE 00000148 2121909
Todd S. Payne 40.00
Name of Person Signing

Signature

11/7/02

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

TRADEMARK REEL: 2617 FRAME: 0313

Copy

**ASSIGNMENT OF RIGHTS TO DOMAIN NAMES, MARKS,
WEB SITES AND WEB SITE MATERIALS**

THIS ASSIGNMENT OF RIGHTS TO DOMAIN NAMES, MARKS, WEB SITES AND WEB SITE MATERIALS (this "Assignment") made, executed and delivered as of August 31, 2001, by and among Creative Planet, Inc., a Delaware corporation, (hereinafter referred to as "Assignor") and Maythenyi, Inc., a Florida corporation ("Maythenyi") ("hereinafter referred to as Assignee").

WITNESSETH:

WHEREAS, the Assignor and Assignee are party to an Asset Purchase Agreement dated as of August 30, 2001 (the "Asset Purchase Agreement") providing for, among other things, the transfer and sale to Assignee of the Assets. Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, Assignor desires to execute and deliver to Assignee this instrument evidencing the vesting in Assignee of the domain names and trademarks and associated rights hereinafter described.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration paid to Assignor at or before the execution and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of its right, title, and interest in and to the Domain Names, the Marks, the Web Sites and the Web Site Materials and all associated goodwill to the fullest extent possible and related to or referenced in Article 1.1, Sale of Assets, of the Asset Purchase Agreement, and Assignor agrees that all of its right, title, and interest in and to the Domain Names, the Marks, the Web Sites and the Web Site Materials shall be the sole and exclusive property of Assignee to be used in any manner at Assignee's sole and absolute discretion. Assignor shall concurrently herewith complete, execute and deliver the Network Solutions, Inc. or InterNIC Registrant Name Change Agreement (online or paper version, at Assignee's sole discretion). Assignor will cease to maintain any Internet site under the Domain Names effective immediately and will not register or attempt to register the Domain Names, Marks or any variant thereof as a domain name or as a trademark or service mark.

FURTHERMORE,

(a) In the event that Assignee determines that it will require further documents or instruments to allow Assignee to register the Domain Names or the Marks or to apply for and prosecute a trademark or service mark application with the Patent and Trademark Office of the United States of America, Assignor agrees to execute such other or additional documents as Assignee deems necessary to protect or enforce its full and exclusive rights to the Domain Names, Marks and all other domain names and trademarks owned or utilized by Assignee, and any and all expanded, alternate, similar, or derivative URLs or trademarks.

(b) This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment as of the date first written above.

Assignor:

CREATIVE PLANET, INC.

By: 

Name: Allen DeBevoise
Title: Chief Executive Officer

Assignee:

MAYTHENYI, INC.

By: 

Name: Pamela Maythenyi
Title: President

917079



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

October 30, 2002

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
ASSIGNMENT RECORDS OF ALL DOCUMENTS FOUND OF RECORD AS
OF THE DATE OF THIS CERTIFICATION FOR:**

TRADEMARK APPLICATION: 75/262,406

FILING DATE: *March 24, 1997*

REGISTRATION NUMBER: 2,121,909

REGISTRATION DATE: *December 16, 1997*



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

P. SWAIN
Certifying Officer