

03-06-2003

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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

FILED
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FBI - PHOENIX

3-4-03

To the Commissioner for Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Triffit Inc.

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 25, 2002

2. Name and address of receiving party(ies)

Name: Conversive, Inc.

Internal Address: _____

Street Address: 3806 Cross Creek Road, Unit F

City: Malibu State: CA ZIP: 90265

- 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

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

A. Trademark Application No.(s)

76/041,887

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Kent E. Baldauf, Jr.

Internal Address: Webb Ziesenheim Logsdon

Orkin & Hanson, P.C.

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh State: PA ZIP: 15219-1818

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach triplicate copy of this page if paying by deposit account)

03/05/2003 DBY:ME 00000124 76041887

01 C:8521 40.00 OP

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.

Kent E. Baldauf, Jr.
Name of Person Signing

[Signature]
Signature

02/27/03
Date

Total number of pages including cover sheet, attachments and document 5

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
Crystal Gateway 4, Room 335, Washington, D.C. 20231

{W0042466 1}

TRADEMARK
REEL: 002683 FRAME: 0991

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT, made and entered into as of the 25th day of November, 2002, by and between Triffit Inc., (f.k.a. "Vanenburg Capital Management Inc."), a Michigan Corporation ("Assignor"), and Conversive, Inc. a Delaware Corporation with a principal business address located at 3806 Cross Creek Rd., Unit F Malibu, CA 90265 (hereinafter the "Company");

WITNESSETH:

WHEREAS, Assignor desires to assign to the Company all of Assignor's right, title, and interest in and to the trademark "AnswerAgent" (including U.S. Trademark Registration Application Serial Number 76/041,887 and any Registration resulting from or based upon such application, any and all associated designs or logos, whether or not registered, all state, federal and foreign pending applications or registrations therefore, and all federal, state, common law and foreign rights relating thereto (the "Trademark"), and the Company desires to accept such assignment;

NOW THEREFORE, for \$4,000 and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

TRANSFER AND ASSIGNMENT

1.1 Conveyance of Rights. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to the Company all of Assignor's right, title, and interest in and to the Trademark as well as all goodwill of the business symbolized thereby, in perpetuity.

1.2 Further Assurances. Assignor shall execute and deliver, from time to time after the date hereof upon the request of the Company, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Trademark to the Company, to the fullest extent possible. Assignor therefore agrees to

- a. Execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Trademark;
- b. Provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of the Company to the Trademark;

1.3 Acknowledgment of Rights. In furtherance of this Agreement, Assignor hereby acknowledge that, from this date forward, the Company has succeeded to all of Assignor's right, title, and standing to

- a. Receive all rights and benefits pertaining to the Trademark;
- b. Institute and prosecute all suits and proceedings and take all actions that the Company, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Trademark;

1.4 Power of Attorney. To effectuate the terms of this Section, Assignor hereby names and irrevocably constitutes and appoints the Company, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights assigned hereby.

Section 2

REPRESENTATIONS AND WARRANTIES

2.1 Assignor represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning the Trademark in order for its transfer and assignment to be legally effective.

2.2 Assignor represents and warrants that, to the best of Assignor's knowledge, upon consummation of this Agreement, the Company shall have good and marketable title to the Trademark, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, or charges of any nature whatsoever.

Section 3

MISCELLANEOUS

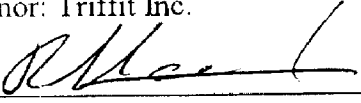
3.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

3.2 This Agreement shall be governed by, and construed in accordance with Michigan law.

3.3 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

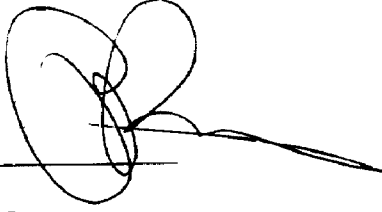
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Assignor: Triffit Inc.

By: 

Its: President

The Company:

By Rob Rappaport 

Its: President & CEO