

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
SourceFile LLC

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: DSI Technology Escrow Services, Inc.
Internal Address: _____
Street Address: 745 Atlantic Avenue
City: Boston State: MA Zip: 02111-2735

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: April 5, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,119,106 and
 2,119,107

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Shaun E. Ryan
 Internal Address: Bingham McCutchen LLP

 Street Address: 150 Federal Street

 City: Boston State: MA Zip: 02110

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:
 500927

DO NOT USE THIS SPACE

9. Signature.
 Shaun E. Ryan _____ December 8, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

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NO. 023 0002

GENERAL CONVEYANCE, BILL OF SALE, ASSIGNMENT AND ASSUMPTION

GENERAL CONVEYANCE, BILL OF SALE, ASSIGNMENT AND ASSUMPTION
dated as of April 5, 2001, from SourceFile LLC, a California limited liability company, and SourceFile Canada Inc., an Ontario corporation (collectively, "Sellers"), to DSI Technology Escrow Services, Inc., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, on the terms and subject to the conditions set forth in the Asset Purchase and Sale Agreement (the "Asset Purchase Agreement"), dated as of April 3, 2001, by and among Buyer, Sellers, and Thomas Morehouse, Thomas Randlett, as Trustee of The Morehouse IDIT Trust, and Tucker Cox (collectively the "Members"), Sellers have agreed to Transfer (as defined below) to Buyer, and Buyer has agreed to purchase and acquire, all of Sellers' rights, title and interest in and to all the Subject Assets;

NOW, THEREFORE, in consideration of the premises and in satisfaction of their obligations under the Asset Purchase Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Sellers have granted, bargained, sold, conveyed, assigned, transferred, set over and delivered ("Transferred"), and by these presents do hereby grant, bargain, sell, convey, assign, transfer, set over and deliver ("Transfer"), to Buyer and its successors and assigns forever, all of the Business and all of Sellers' rights, title and interest in and to all of the tangible and intangible assets used, useful to or held by Sellers or used by or held by any of their Affiliates in connection with the operation of the Business, including, without limitation, the following, wheresoever situated, and all rights of every kind relating thereto, including but without limitation:

1. all of the personal property of Sellers and all other tangible assets and properties of Sellers used, useful to or held by Sellers or any of their Affiliates in connection with the operation of the Business, wherever located and whether or not described or referred to herein, including, without limitation, all racking, shelving, leased and owned vehicles, office equipment, telephone systems, security systems, computers, computer programs, equipment, machinery, tools, warehouse equipment, leasehold Improvements, photocopiers and related equipment, inventories, prepaid accounts, security deposits, and prepaid expenses, furniture, fixtures, fixed assets, together with any replacements thereof and additions thereto made between the date hereof and the Closing Date;
2. all intangible properties and rights used in the operation of the Business, wherever located and whether or not described or referred to herein, including, without limitation, any mortgage, indenture, lease, Contract, instrument, license, agreement (including, without limitation, any confidentiality, nondisclosure, nonsolicitation and/or noncompetition agreement for the benefit of the Business), the Internet domain names listed

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on Schedule 1.1 to the Asset Purchase Agreement, any domestic or international joint ventures or marketing alliances (including, without limitation, the informal, oral arrangement known as the Synchron marketing alliance), sales order, purchase order, open bid or other obligation or commitment, whether written or oral, and all rights therein;

3. all licenses relating to the operations of the Business;
4. all accounts receivable claims, deposits, rights under warranties and choses-in-action of Sellers that relate to the Subject Assets or the Business;
5. all books, reports and records relating to the ownership or operation of the Subject Assets or the conduct of the Business, including executed copies of the Contracts;
6. all client, customer, candidate, contractor, supplier and consultant lists and information, including without limitation files, Contracts and correspondence, telephone and facsimile numbers, e-mail and website addresses and other business information regarding such clients, customers, candidates, contractors, suppliers and consultants and all employee lists and information, including without limitation files, Contracts and correspondence, telephone and facsimile numbers and other business records of such employees used in connection with the Business;
7. all Intellectual Property used in connection with the Business, to the extent of Sellers' rights therein, including without limitation, the exclusive right to use the name "SourceFile" or any derivative thereof, the other trade names listed on Schedule 1.1 to the Asset Purchase Agreement and any other trade names used in connection with the Business;
8. all know-how associated with the Business to the extent of Sellers' rights therein; and
9. the goodwill of the Business.

EXCEPTING AND EXCLUDING THEREFROM, however, the following assets of Sellers (all such assets not so acquired being hereinafter sometimes called the "Excluded Assets"):

1. cash and cash equivalents of Sellers (determined in accordance with GAAP), other than cash and cash equivalents received by Sellers after the Effective Time;
2. all claims, rights and causes of action whatsoever, whether under insurance policies, claims for contribution or indemnification, whether as a matter of tort, contract or otherwise, from other parties which relate to any of the Excluded Assets or Excluded Liabilities;

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3. lease, utility and other similar deposits (but excluding customer deposits);
4. prepaid insurance premiums and refunds;
5. the furniture and other items of personal property listed on Schedule 1.1(c) to the Asset Purchase Agreement;
6. the Internet domain names listed on Schedule 1.1(c) to the Asset Purchase Agreement; and
7. the Atlanta, Georgia home office telephone and facsimile numbers of Tucker Cox.

TO HAVE AND TO HOLD all and singular the said properties, assets, business and rights hereby Transferred or intended so to be Transferred (such properties, assets, business and rights, other than the Excluded Assets, being hereinafter collectively called the "Subject Assets"), unto Buyer, its successors and assigns, to and for its and their own use forever, together with all and singular the properties, assets, rights and appurtenances thereto belonging or in any way incident or appertaining thereto.

Sellers do hereby constitute and appoint Buyer, its successors and assigns, the true and lawful attorney or attorneys of Sellers, with full power of substitution, for them and in their name, place and stead or otherwise, but on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive from time to time any and all of the Subject Assets, hereby Transferred and delivered or intended so to be, and to give receipts and releases for and in respect of the same and any part thereof; to collect, for the account of Buyer, any other Subject Assets to be Transferred to Buyer as provided herein, and to endorse with the name of Sellers any checks or drafts received on account of any such items; and from time to time to institute and prosecute in the name of Sellers or otherwise, but at the liability, expense and for the benefit of Buyer, its successors and assigns, any and all legal actions, which Buyer, or its successors or assigns, may in their sole and absolute discretion deem necessary, advisable, covenant or proper in order to collect, assert or enforce any claims, rights, interests or title of any kind in and to the Subject Assets hereby Transferred or intended so to be Transferred, and to defend and compromise any and all legal actions in respect of any of the Subject Assets, and to do or cause to be done any and all such acts and things in relation thereto as Buyer, or its successors or assigns, shall deem necessary, advisable, covenant or proper, Sellers hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Sellers, or their successors and assigns, or by operation of law, or by the occurrence of any other event or the existence of any other fact, condition or circumstance, or in any other manner or for any other reason.

Sellers, for themselves and their successors and assigns, hereby covenant and agree that, at any time and from time to time after delivery of this instrument, upon written request and at Sellers' expense and without further consideration, Sellers will do, execute, acknowledge or deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, instruments, transfers, assignments, powers of attorney and assurances as reasonably

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may be requested by Buyer, or its successors and assigns, for the better assuring, conveying, transferring, confirming and vesting into Buyer, and its successor's and assigns, any of the Subject Assets or to enable Buyer, and its successors and assigns, to realize upon, own, use or otherwise to enjoy the Subject Assets.

Any Person may rely without further inquiry upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, affidavit or jurat by any notary public of any state relating to the authorization, execution and delivery hereof, or to the authenticity of any copy, conformed or otherwise, of this instrument.

This instrument is executed by, and shall be binding upon, each Seller, and its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Buyer, its successors and assigns.

Buyer does hereby assume and agree to perform, observe and comply with all the terms, covenants and conditions of the Assumed Obligations from and after the Effective Time but not prior thereto, subject to the terms, conditions and limitations set forth in the Asset Purchase Agreement, including, without limitation, the fact that in no event shall Buyer assume or become obligated to perform any of the Excluded Liabilities.

Terms used herein shall have the same meanings that such terms have when used in the Asset Purchase Agreement unless the context clearly requires otherwise. In the event of any inconsistency between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall be controlling. The representations and warranties of Sellers and the Members set forth in the Asset Purchase Agreement shall be incorporated in and shall survive execution and delivery of this instrument to the extent so provided and limited in the Asset Purchase Agreement.

This General Conveyance, Bill of Sale, Assignment and Assumption shall be effective for all purposes as of the date hereof.

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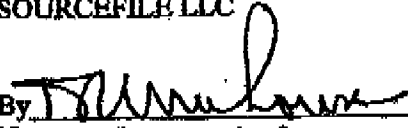
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NO.023 0006

IN WITNESS WHEREOF, SourceFile LLC, SourceFile Canada Inc. and DSI Technology Escrow Services, Inc. have caused this General Conveyance, Bill of Sale, Assignment and Assumption to be duly signed by authorized officers as an instrument under seal and its corporate seal to be affixed hereto, on the day and year first above set forth.

SOURCEFILE LLC

By: 
Name: T. R. MOOREHOUSE
Title: PRESIDENT

SOURCEFILE CANADA INC.

By: _____
Name:
Title:

DSI TECHNOLOGY ESCROW SERVICES, INC.

By: _____
Name: Garry B. Watzke
Title: Vice President

[Signature page to Bill of Sale]

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NO. 023 0007

IN WITNESS WHEREOF, SourceFile LLC, SourceFile Canada Inc. and DSI Technology Escrow Services, Inc. have caused this General Conveyance, Bill of Sale, Assignment and Assumption to be duly signed by authorized officers as an instrument under seal and its corporate seal to be affixed hereto, on the day and year first above set forth.

SOURCEFILE LLC

By _____
Name:
Title:

SOURCEFILE CANADA INC.

By 
Name: Tucker Cox
Title: President

DSI TECHNOLOGY ESCROW SERVICES, INC.

By _____
Name: Garry B. Watzke
Title: Vice President

[Signature page to Bill of Sale]

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NO. 023 0008

IN WITNESS WHEREOF, SourceFile LLC, SourceFile Canada Inc. and DSI Technology Escrow Services, Inc. have caused this General Conveyance, Bill of Sale, Assignment and Assumption to be duly signed by authorized officers as an instrument under seal and its corporate seal to be affixed hereto, on the day and year first above set forth.

SOURCEFILE LLC

By _____
Name:
Title:

SOURCEFILE CANADA INC.

By _____
Name:
Title:

DSI TECHNOLOGY ESCROW SERVICES, INC.

By Garry B. Watzke
Name: Garry B. Watzke
Title: Vice President

[Signature page to Bill of Sale]