

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NONSTOP Solutions, Incorporated		12/19/2001	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Hamacher Resource Group, LLC
Street Address:	8801 West Heather Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53224
Entity Type:	limited liability company: WISCONSIN

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1236302	TEMPS
Registration Number:	1578975	SAMS
Registration Number:	1879709	NEVER OUTS
Registration Number:	1786751	RX ADVISOR

CORRESPONDENCE DATA	
Fax Number:	(414)273-5198
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-273-3500
Email:	docketing@gklaw.com
Correspondent Name:	Adam L. Brookman; Godfrey & Kahn, S.C.
Address Line 1:	780 N. Water Street
Address Line 4:	Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	016142-0011
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NAME OF SUBMITTER:	Adam L. Brookman
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Total Attachments: 4

CH \$115.00 1236302

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into as of the 19th day of December, 2001, by and between **NONSTOP Solutions, Incorporated**, a California corporation ("Assignor") and **Hamacher Resource Group, LLC**, a Wisconsin limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") for the sale by Assignor of the Subject Assets (as defined in Section 1.1 of the Purchase Agreement) (capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is a condition precedent to Assignee's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to all of the Intellectual Property including, without limitation, the Intellectual Property set forth in **Schedule A** attached hereto and by this reference incorporated herein (the "Company Intellectual Property"), all variations thereof, and all rights to damages and payments for past, present or future infringements or misappropriations thereof in all countries and the goodwill of the Company and operations of the Company associated with such Intellectual Property.

2. The rights, title and interest assigned under Section 1, above, shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

3. Assignor hereby represents and warrants that all rights, title, and interest assigned under Section 1, above, are free and clear of encumbrances (except for liens placed on the Company Intellectual Property prior to August 18, 2000, or liens that may have been placed on the Company Intellectual Property by a Division Management Employee without the knowledge of Assignor) and that Assignor has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1, above, in all countries of the world as of the date hereof.

5. From time to time after the date hereof, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in

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Assignee all right, title and interest of Assignor in and to the Company Intellectual Property and otherwise in order to carry out the purpose and intent of this Intellectual Property Assignment.

6. This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, constitute the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersede and replace any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Intellectual Property Assignment expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

7. This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Wisconsin without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the State of Wisconsin in the governing law).

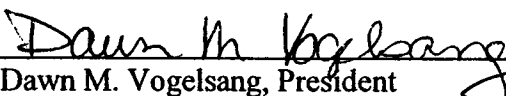
8. This Intellectual Property Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NONSTOP SOLUTIONS, INCORPORATED

By: 
Peter Papano, Chief Financial Officer

HAMACHER RESOURCE GROUP, LLC

By: 
Dawn M. Vogelsang, President

SCHEDULE A

COMPANY INTELLECTUAL PROPERTY

See attached.

MW574581_1.DOC

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Summary of Intellectual Property

Trademarks, registrations, etc.

Name	Status	Serial #	Registration #	Date of first use	NONSTOP assignment
TEMPS	Registered	73366614	1236302	March 17, 1982	Assigned Nov. 17, 2000
SAMS	Cancelled	73798240	1578975	February 1, 1989	Assigned Nov. 17, 2000
Never Outs	Registered	74461567	1879709	May 1, 1993	Assigned Nov. 17, 2000
Rx Advisor	Registered	74340755	1786751	December 1, 1992	Assigned Nov. 17, 2000

Domain names, etc.

www.hamacher.com – created on September 10, 1996 – never assigned to NONSTOP Solutions, Inc.