

04-09-2004

Docket No. 48058/DRK/T417



RECOI

102717854 TRADEMARKS ONLY

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Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

Form with sections 1-10 containing details of the trademark assignment, including party names, addresses, registration numbers, and execution date.

DRK/eaj

EAJ PAS558601.1-*/04/1/04 12:02 PM

Rep'n. Ref: 04/08/2004 ECI00PER 0019444300
Date: 04/01/04 Name: Daniel R. Kimbell
FC: 0521 FC: 0522

the PTO did not receive the following
listed item(s) check back Feb 4 16:00
out needed Reserve B. 1/30
TRADEMARK

REEL: 002945 FRAME: 0293

Assignment of Trademark

WHEREAS, ONSTAFF, a California corporation (formerly known as TITLE TEMPS, having an address of 3400 West Alameda Ave., Suite 200, Burbank, CA 91505 hereinafter "Assignor") is the owner of the registered marks "Escrowboard.com" (U.S. Reg. No. 3,321), "Titleboard.com" (U.S. Re. No. 2,414,026), and "TT Title Temps" (and design) (U.S. Reg. No. 2,530,122) as well as a registration application for the mark "Onstaff" (U.S. App. No. 2,699,994) (hereinafter the "Marks"); and

WHEREAS, OnStaff Acquisition Corp., a Delaware corporation, having an address of 100 North First Street, Suite 400, San Jose, CA 95131 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignee and Assignor have entered into an agreement whereby Assignee has purchased certain assets from Assignor, including the Marks (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks including any governmental registrations (or applications thereof) throughout the world together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, documents, and assignments, and to perform any other acts, the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to said Mark in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, agents and other legal representatives in accordance with the terms of this instrument.

ONSTAFF, formerly known as TITLE TEMPS,
INC.

By: *J. A. Evans*
Name: Jeffrey A Evans
Title: President
Date: 8/9/02