

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valicert, Inc.	FORMERLY I-Escrow, Inc.	03/07/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	MD Capital, Inc.		
Street Address:	3540 W. Sahara #135		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2258974	I-ESCROW	
Registration Number:	2275481	I-ESCROW	
CORRESPONDENCE DATA			
Fax Number:	(323)728-5971		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	henry.talei@gmail.com		
Correspondent Name:	Henry Talei		
Address Line 1:	522 N. Bedford Dr.		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Henry Talei		
Signature:	/HT/		
Date:	01/17/2006		

Total Attachments: 3
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DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

This Domain Name and Trademark Assignment Agreement ("Agreement") is entered into by and between Valicert, Inc., a Delaware corporation with offices located at 1215 Terra Bella Avenue, Mountain View, California 94043 ("Assignor") and MD Capital, Inc., a Nevada corporation with offices located at 3540 W. Sahara #135, Las Vegas, Nevada 89102 ("Assignee"). The effective date of this Agreement shall be the date last executed below (the "Effective Date").

Background

WHEREAS, Assignee desires to acquire rights to the domain name registrations for IESCROW.COM and I-ESCROW.COM; and

WHEREAS, Assignor desires to transfer to Assignee all of its rights to the domain name registrations and trademark registrations for IESCROW.COM and I-ESCROW.COM (the "Domain Names").

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Assignments.

1.1 Domain Names. In light of the consideration set forth below in Section 3, Assignor irrevocably assigns to Assignee all of its right, title and interest in and to the domain name registrations for the Domain Names.

1.2 Trademark and/or Service Mark. In light of the consideration set forth below in Section 3, Assignor irrevocably assigns to Assignee all of its right, title and interest in and to any trademark or service mark rights in and to IESCROW.COM and I-ESCROW.COM, together with all of its common law rights and the goodwill of the business symbolized thereby, and together with all of its any trademark and service mark registrations and applications for IESCROW.COM and I-ESCROW.COM in the United States and throughout the world, if any.

2. Assignment Procedure.

2.1 Procedure. For each of the Domain Names, Assignor shall complete Assignor's portion of the assignment procedure established by Register.com ("Registrar") and forward the completed template to Assignee (or any other assignment procedure reasonably specified by the Registrar at the time of the assignment) within ten (10) days of receipt of confirmation by Assignor that the payment described in Section 3(a) below has been completed. Thereafter, Assignee will promptly complete its portion of the assignment procedure for each of the Domain Names and forward the assignment information to the Registrar.

2.2 Assistance. Assignor agrees to execute and deliver all agreements, documents or other materials reasonably requested by Assignee or the Registrar and assist Assignee in any reasonable manner to obtain, perfect and enforce, for Assignee's benefit, Assignee's right, title and interest, in any and all countries throughout the world, in and to all property rights in the Domain Names. Without

limiting the foregoing, Assignee shall promptly comply with any and all reasonable requests made by the Registrar to complete or perfect the transfer of the registration for the Domain Names from Assignor to Assignee.

3. Payment. On the Effective Date, Assignee shall pay to Assignor Seven Thousand Dollars (\$7,000), payable in United States dollars.

4. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) it is the registrant listed in the domain name record on file with the Registrar with respect to the Domain Names; (b) it is authorized to transfer to Assignee the rights registered in its name regarding the Domain Names; (c) as of the Effective Date, Assignor has not received notice of any claim of rights by any third parties with respect to the Domain Names; and (d) to the best of Assignor's knowledge, Assignor did not use the Domain Names other than in the usual course of business. EXCEPT FOR THE FOREGOING REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4, ASSIGNOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE DOMAIN NAMES. THE DOMAIN NAMES ARE PROVIDED "AS IS," AND ASSIGNOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

5. Indemnification. Assignor shall defend any suit or proceeding brought against Assignee based on a claim that Assignor's use of the Domain Names or Assignor's display of any content on any web page(s) available under the Domain Names before the Effective Date is in violation of any applicable law. Assignor will pay all settlements and damages finally awarded therein against Assignee, provided that Assignee: (a) provides prompt notice to Assignor of any such suit or proceeding; (b) assists Assignor, at Assignor's expense, in defending such suit or proceeding; and (c) does not settle or agree to settle any such suit or proceeding without Assignor's prior written consent. THE FOREGOING STATES ASSIGNEE'S SOLE REMEDY AND THE ENTIRE LIABILITY OF ASSIGNOR FOR ANY CLAIMS RELATED TO ASSIGNOR'S USE OF THE DOMAIN NAMES OR ASSIGNOR'S DISPLAY OF ANY CONTENT ON ANY WEB PAGES AVAILABLE UNDER THE DOMAIN NAMES.

6. Notices. Any notice required or permitted by this Agreement shall be given by certified mail or overnight courier or other personal delivery at the appropriate address below or at a substitute address designated by written notice by the party concerned:

To Assignee:

MD Capital, Inc.
3540 W. Sahara #135
Las Vegas, Nevada 89102
ATTENTION: Henry Talei

To Assignor:

Valicert, Inc.
1215 Terra Bella Avenue
Mountain View, CA 94043
ATTENTION: Chief Financial Officer
Fax No.: (650) 237-0060

with a cc to:

Gray Cary Ware & Freidenrich LLP
400 Hamilton Avenue
Palo Alto, CA 94301
ATTENTION: Ginny Fogg, Esq.
Fax No.: (650) 833-2001

7. Publicity. Except as necessary to assign the Domain Names, the parties agree not to disclose at any time to any third party (except for legal counsel), by way of press release, announcement, or in any other manner, without the prior written consent of the other party, the financial terms of this Agreement (except in connection with legal proceedings or as otherwise required by law).

8. Transfer of Obligations. This Agreement shall be binding upon the parties and their respective heirs, legal representatives, successors and permitted assigns.

9. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHICH IN ANY WAY ARISE UNDER ANY THEORY OF LIABILITY OUT OF OR RELATING TO THIS AGREEMENT.

10. Severability. If any provision of this Agreement is held illegal, unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the intent and economic effect of the illegal, unenforceable or invalid provision. The other provisions of the Agreement shall remain in full force and effect without being impaired or invalidated in any way.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents, without reference to its conflicts or choice of laws provisions.


12. Amendments. This Agreement shall not be modified or amended in any manner except in a writing signed by both parties.

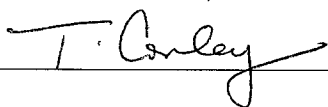
13. Counterparts. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

14. Cooperation. Assignor agrees to cooperate, execute and deliver any and all documents necessary to comply with the purpose and scope of the assignments set forth in Section 1 above.

15. Entire Agreement. This Agreement constitutes and expresses the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior and/or contemporaneous agreements, understandings, discussions, proposals, negotiations and representations between the parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized individuals to execute this Agreement as of the Effective Date.

ASSIGNEE: MD Capital, Inc.
By: 
Name: Henry Talci
Title: V.P.
Date: 03/07/2003

ASSIGNOR: Valicert, Inc.
By: 
Name: Timothy Conley
Title: Vice President of Finance
Date: February 24, 2003