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1/7/00

02-07-2000



101259686

R SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/07/2000 DNGUYEN 00000096 1521220

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
40.00 OP
700.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002017 FRAME: 0172

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

Please refer to Exhibit A attached.

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

NEIL TAXY

Name of Person Signing

Neil Taxy

Signature

Jan 7, 2000

Date Signed

EXHIBIT A**TRADEMARK REGISTRATION SUMMARY**

MARK	DATE OF REGISTRATION	REGISTRATION NUMBER	ID No. for Assignment
ADVANCED UNDERWRITING REGISTRY	1/17/89	1,521,220	1
CAPITAL TRANSFER SPLIT DOLLAR	3/21/89	1,531,205	2
CHECKMATE	1/9/90	1,576,754	3
DOCUMENTS ON A DISK	3/14/89	1,529,374	4
INSCALC	5/21/96	1,975,371	5
INSGIFT	7/4/95	1,902,526	6
INSMARK (WORD)	6/7/88	1,490,840	7
INSMARK (W/LOGO)	7/4/89	1,546,215	8
INSMARK CLIENT PROTECTOR	4/12/88	1,484,105	9
INSSCRIBE	3/22/94	1,827,313	10
INSSTRUCT(logo)	4/11/89	1,534,697	11
INVEST	6/19/90	1,601,996	12
INSZAP	3/14/89	1,529,541	13
JOINT CALL	3/15/88	1,408,603	14
MEGALINK	7/26/94	1,846,582	15
SUPERLINK	3/15/94	1,826,216	16
THE REGISTRY (W/LOGO)	6/27/89	1,545,764	17
ON TARGET (W/LOGO) NEW	5/27/97	2,065,245	18

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MARK	DATE OF REGISTRATION	REGISTRATION NUMBER	ID No. for Assignment
ICE BREAKER	5/20/97	2,062,911	19
CHARITABLE LEGACY PLAN (Education) - Supplemental Register	8/11/98	2,181,629	20
CHARITABLE LEGACY PLAN (Software) – Supplemental Register	8/11/98	2,181,615	21
CHARITABLE LEGACY PLAN (Consulting) – Supplemental Register	8/11/98	2,181,630	22
ARROWS IN HEART logo (marketing)	10/20/98	2,197,448	23
ARROWS IN HEART logo (education)	10/20/98	2,197,449	24
ARROWS IN HEART (software)	11/17/98	2,203,658	25
POWER PRODUCERS	2/9/99	2,222,244	26
INSMARK	7/6/99	2,259,486	27
INSMARK (With Logo)	8/3/99	2,267,001	28
INSGIFT	8/3/99	2,266,841	29

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ASSIGNMENT OF TRADEMARKS

ROBERT B. RITTER, JR. ("Assignor"), individually and doing business as InsMark Insurance Services, a sole proprietorship, hereby assigns all right, title and interest in and to all service marks and trademarks, registered or non-registered, owned by Assignor (collectively the "Marks"), including without limitation the registered marks listed on Exhibit A hereto, to InsMark, Inc., a California corporation ("Assignee") as follows:

1. Assignor hereby grants, transfers, assigns, and conveys to Assignee, without warranty, the entire right, title, interest, and ownership in and to the Marks, and the right to secure renewals, reissues and extensions of any such Marks or registrations in the United States or any foreign country.

2. Assignor hereby grants, transfers, assigns, and conveys to Assignee all goodwill associated with and connected to the Marks.

3. It is the intent of Assignor to assign to Assignee all of its rights to all marks that are, or have been, used by Assignee. Assignor believes that it has identified all such trademarks in Exhibit A. If Assignor discovers that a mark inadvertently was not included in Exhibit A, Assignor and Assignee agree that Exhibit A will be amended to include any such mark, assigned as of the date herein, as if it were named in the original list.

4. Assignee shall have the sole discretion of determining whether the Marks shall be preserved and maintained or registered in the United States or any foreign country.

5. All terms of this Assignment are applicable to any portion or part of the Marks, as well as the Marks in their entirety.

6. Any royalties owed by Assignee to Assignor of or relating to the Marks shall no longer accrue as of the date of this Assignment. Further, Assignee and Assignor agree that any royalty agreement between the two of them relating to use of the Marks shall be terminated as of the date of the execution of this Assignment, except for the obligation to pay any royalty that may have accrued up to the date of termination. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from any claim, demand, cost or liability of or relating to the Marks.

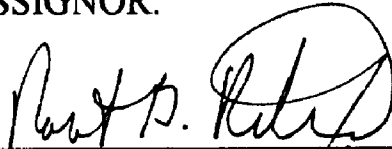
This Assignment and each of its provisions shall be binding on and inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Assignment.

If any term, provision or application of this Assignment is held invalid or unenforceable, the remainder of this Assignment and any application of the terms and the provisions hereof shall not be affected thereby, but shall remain valid and enforceable.

This Assignment shall be governed by and construed in accordance with the laws of the State of California.

Executed in San Ramon, California, on December 14, 1999.

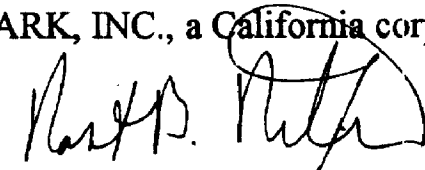
ASSIGNOR:



ROBERT B. RITTER, JR., individually
and doing business as InsMark Insurance
Services

ASSIGNEE:

INSMARK, INC., a California corporation

By: 

Robert B. Ritter, Jr., Chairman/CEO