

03-24-1999

FORM PTO - 1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100991953

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof

MRD 3.19.99

1. Name of conveying party(ies):

Wilmington Trust Company

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 5, 1998

2. Name and address of receiving party (ies):

Name: FidelityTrade Incorporated

Street Address: 3601 North Market Street

City: Wilmington State: DE Zip 19802

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If anyone is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) address(es) attached? Yes No

4. Application number (s) or registration number (s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,575,525
1,822,740

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PAUL E. CRAWFORD, ESQ.

Internal Address: CONNOLLY AND HUTZ

Street Address: P.O. BOX 2207

City: WILMINGTON State: DE Zip: 19899

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Paul E. Crawford
Name of Person Signing

Signature

Date

Paul E. Crawford
March 16, 1999

Attorney Docket #:

Total number of pages comprising cover sheet, attachments and document: 2

OMB No. 0651-0011 (exp. 4/94)

03/23/1999 DNGUYEN 00000258 1575525

Do not detach this portion

01 FC:481
02 FC:482

40.00 OP
25.00

Documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SERVICEMARK

THIS ASSIGNMENT is made this 5th day of January, 1998, by and between Wilmington Trust Company ("Assignor"), a Delaware banking corporation and FidelityTrade Incorporated ("Assignee").

BACKGROUND

Assignor and Assignee are parties to an Agreement of Purchase and Sale, effective January 2, 1998. (the "Purchase Agreement"), for the purchase and sale of certain assets and liabilities from Assignor by Assignee. As part of said Purchase Agreement, Assignor has agreed to assign to Assignee the servicemarks "Refined Investments" and "The Refined Investor," which were registered on the Principal Register, Certificate Numbers 1575525 and 1822740 respectively, on January 2, 1990 and February 22, 1994 respectively, and which Assignor has adopted and is using. Assignee desires that Assignor now assign said trademark to Assignee.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

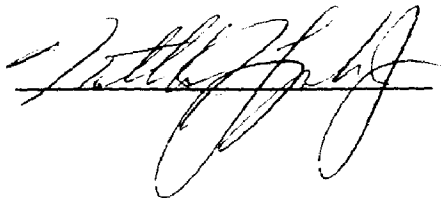
1. Assignor assigns to Assignee all of its right, title, and interest in and to the servicemarks "Refined Investments" and "The Refined Investor," including all goodwill associated therewith, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization, and the above identified registration of such mark.

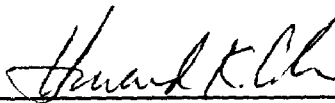
2. Assignee accepts the foregoing assignment of the servicemarks described above.

IN WITNESS WHEREOF, the parties have executed this Assignment under seal as of the day and year first written above.


ATTEST:

Wilmington Trust Company



By:  (SEAL)
Senior Vice President

FidelityTrade Incorporated

By:  (SEAL)
President