Document 68-86

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EXHIBIT 74

ASSIGNMENT

THIS ASSIGNMENT is entered into as of this 4th day of August, 2004 by and between Victor Gao an individual with a principal place of residence at 2927 North Sycamore Street, Arlington, Virginia 22207 ("Gao") and ConnectU LLC f/k/a Harvard Connection, a limited liability corporation of the State of Delaware with a principal place of business at 500 West Putnam Avenue, Greenwich, Connecticut 08830 ("ConnectU").

WHEREAS, Gao created source code for use in connection with the Harvard Connection website, including without limitation integrating the front-end procedures, including registration and searching, with the backend database; design of profile page; and design of handshaking procedure, at the direction of ConnectU (the "Work"). The Work includes all versions, updates, changes, revisions, derivative works, and/or alterations.

WHEREAS, Gao desires to assign the Work to ConnectU, and ConnectU desires to receive such assignment.

NOW, THEREFORE, in consideration for the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

- 1. Gao does hereby assign and quitclaim to ConnectU, and its successors and assigns, all of Gao's rights, title, and interest, including copyright, in and to the Work, together will all claims for damages and profits arising or resulting from any past infringement of the Work, such rights, title, and interest to be held by ConnectU for the full term of the Work, including any reissues, renewals, or extensions thereof as are or may be granted.
- 2. Gao hereby releases ConnectU, its predecessors, employees, officers, directors, and effiliates from any and all claims it may have against ConnectU relating to any use by ConnectU of the Work prior to the date hereof.
- 3. Gao hereby waives all moral rights he may have in the Work.
- 4. Gao agrees, at ConnectU's cost, to promptly sign, execute, make, and do all such deeds, documents, acts, and things as ConnectU may reasonably request to protect, apply for, obtain, register, and vest the in the name of ConnectU any and all trademarks, copyrights, or other form of protection for the Work in any country of the world, and to renew and maintain the same, to the full extent permitted by applicable law. Gao further agrees that if ConnectU is unable, because of Gao's unavailability or any other reason, to secure the signature of Gao or his authorized agent for any such purposes, then Gao hereby irrevocably designates and appoints ConnectU (and its duly authorized officers and agents) as Gao's agent and attorney in fact, to act for and on Gao's behalf to execute and file any such documents for such purposes with the same legal force and effect as if executed by Gao.

ASSIGNOR	ASSIGNEE
Signature 2004/08/04 Date	CONNECTU LLC A. Uhnl Signature
	Name WINKLEVES
	8-1-04 Date

Sent By: home;