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To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Fusion Organization, Inc.

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

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

3. Nature of conveyance: MRD 2-12-98

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

Execution Date: Feb. 6, 1998

2. Name and address of receiving party(ies)

Name: Fusion, LLC

Internal Address:

Street Address: 675 Third Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State of New York, Other LIMITED LIABILITY CORPORATION

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

- A. Trademark Application No.(s): 75/144,100, 75/267,299, 75/267,295, 75/383,506, 75/383,519, 75/383,979

- B. Trademark Registration No.(s): 2,074,025, 2,097,296, 2,069,993

Additional numbers attached? Yes No

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

Name: Jason M. Drangel, Esq. BAZERMAN & DRANGEL, P.C. Internal Address:

Street Address: 60 East 42nd Street, Suite 1158 New York NY 10165 City: State: ZIP:

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Jason M. Drangel Name of Person Signing

[Signature] Signature

May 5, 1998 Date

Total number of pages including cover sheet, attachments, and document: 4

## TRADEMARK ASSIGNMENT

The Fusion Organization, Inc. to Fusion, LLC

**WHEREAS**, The Fusion Organization, Inc. ("Assignor"), a corporation organized and existing under the laws of the State of Colorado, has transferred certain of its assets, including intellectual property assets, to Fusion, LLC ("Assignee"), a limited liability corporation organized and existing under the laws of the State of New York;

**WHEREAS**, Assignor is the owner of the following U.S. trademark registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
BUSINESS WARFARE COLLEGE	2,074,025	6/24/97
CORPORATE COACH	2,097,296	9/16/97
FUSION-TRAK	2,069,993	6/10/97

**WHEREAS**, Assignor is the owner of the following U.S. trademark applications:

<u>Mark</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>
SALES COACH	75/144,100	8/2/96
POWERED BY FUSION	75/267,299	4/1/97
SMART TOOLS	75/267,295	4/1/97
FUSION	75/383,506	11/3/97
SMART SCOREBOARD	75/383,519	11/3/97
GOALS, TACTICS & TIMELINES	75/383,979	11/3/97

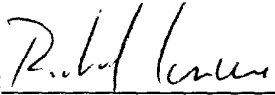
**WHEREAS**, Assignor is desirous of selling and Assignee is desirous of acquiring the above-referenced trademark applications and registration of Assignor, together with the goodwill associated with the business to which the applications and registrations for the marks pertain.

**NOW THEREFORE**, for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor, by these presents sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the above-identified trademark applications and registrations, together with the goodwill of the business symbolized by the trademark applications and registrations, to be held and enjoyed by said Assignee, as fully as the same would have been enjoyed by said Assignor, had this assignment not been made.
2. Assignor also assigns and transfers to Assignee, any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past infringement of any of the above-referenced trademark applications and registrations.
3. Assignor further agrees that upon request, it will execute any and all documents necessary to vest all rights, title and interest in and to the above-referenced trademark applications and registrations.

**IN WITNESS WHEREOF**, said Assignor has affixed its signature hereto this 6<sup>th</sup> day of February, 1998.

**THE FUSION ORGANIZATION, INC.**

By:   
Name: Richard Corriere  
Title: Chairman & CEO