

6-16-98
Tab settings → →



To the Honorable Commissioner of Patents and Trademarks

100748386

and all documents or copy thereof.

1. Name of conveying party(ies):
The Sidwell Company

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

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



2. Name and address of receiving party(ies):
Name: American National Bank and Trust Co.

Internal Address: _____

Street Address: 120 South LaSalle Street

City: Chicago State: IL ZIP: 60603

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 21, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,275,156
992,016

Additional numbers attached? Yes No

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

Internal Address: Pedersen & Houpt

Street Address: 161 North Clark Street
Suite 3100

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65

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.

David B. Solomon
Name of Person Signing

David B. Solomon
Signature

June 11, 1998
Date

Total number of pages comprising cover sheet: 15

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/25/1998 TTOW11 00000131 1275156

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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.

PATENT, TRADEMARK AND LICENSE ASSIGNMENT

THIS PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") made as of this 21st day of May, 1998, by THE SIDWELL COMPANY, an Illinois corporation, having its principal place of business at 28W240 North Avenue, West Chicago, Illinois 60185 ("Assignor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, having an office located at One Hundred Twenty North LaSalle Street, Chicago, Illinois 60603 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a Loan and Security Agreement dated March 15, 1990 ("Original Loan Agreement"), by which Assignee provided Assignor an amount equal to \$1,240,666.69 pursuant to (i) a \$1,000,000 line of credit evidenced by that certain Promissory Note (Secured) dated January 1, 1998, made by Assignor to Assignee and (ii) a \$240,666.69 term loan evidenced by that certain Installment Note (Secured) dated February 19, 1998 and which Original Loan Agreement provides (i) for Assignee to extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in all of Assignor's assets, including without limitation, its patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights, and licenses.

WHEREAS, the Original Loan Agreement was amended by the Amendment to Loan and Security Agreement dated as of August 29, 1996; the Second Amendment to Loan and Security Agreement dated as of June 13, 1997; the Third Amendment to Loan and Security Agreement dated as of January 1, 1998; and the Fourth Amendment to Loan and Security Agreement dated as of February 19, 1998; and

WHEREAS, the Original Loan Agreement is amended by the Amended and Restated Loan and Security Agreement dated May 21, 1998 ("Restated Loan Agreement")(the Original Loan Agreement, and all amendments thereto, and the Restated Loan Agreement shall be collectively referred to as the "Loan Agreement") by which Assignee is lending an additional \$1,180,000 to The Sidwell Company Employee Stock Ownership Trust for the purpose of purchasing 69,740 shares of Assignor's common stock from Dudley Sidwell; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Financing Agreement. The Loan Agreement, and any subsequent amendments thereto, and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment of Patents, Technical Information, Licenses and Trademarks. To secure the complete and timely satisfaction of all of the Liabilities (as defined in the Restated Loan Agreement):

A. Assignor hereby grants, assigns and conveys to Assignee the entire right, title and interest of Assignor in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed:

(i) Assignor's patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (c) subject to the provisions of paragraph 11, the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) Assignor's technical information and know-how relating to processes, procedures, inventions, machines or trade secrets used in connection with the Patents;

(iii) Assignor's license agreements relating to or involving any of the Patents or technical information described in clauses (A)(i) or (A)(ii) with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Restated Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Patent Licenses"); and

B. Assignor hereby grants, assigns and conveys to Assignee a security interest in the following property:

(i) Assignor's trademarks, trademark registrations, service marks, service mark registrations, trade names, trademark and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Assignor's business connected with and symbolized by the

trademarks, service marks, trade names or other items described in clauses (a)-(d) (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, trade names and applications, together with the items described in clauses (a)-(e) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) Assignor's license agreements relating to or involving any of the trademarks, service marks, trade names or other items described in clause (B)(i) with any other party, whether Assignor is a licensor or licensee under any such license agreement, including without limitation, the licenses listed on Schedule C, and the right to prepare for sale, sell, and advertise for sale, all Inventory (as defined in the Restated Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks, Patent Licenses, and Trademark Licenses, listed on Schedules A, B and C, respectively, constitute all of the issued patents, registered trademarks, registered service marks, applications and licenses now owned by Assignor. If, before the Liabilities shall have been satisfied in full, Assignor shall (i) obtain rights to any new patent, registered trademark, registered service mark, registered trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark applications, trademark or service mark registration, license renewal, or patent for any reissue, division, continuation renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A, B, and/or C, as applicable, to include any future patents, patent applications, registered trademarks, registered service marks, trademark applications, service mark applications, registered trade names and licenses which are Patents, Trademarks, Patent Licenses or Trademark Licenses, as applicable, under paragraph 2 above or under this paragraph 4. Assignor agrees to execute all documents necessary to record or preserve Assignee's interest in all Patents, Trademarks, Patent Licenses or Trademark Licenses added to Schedules A, B or C pursuant to this paragraph 4.

4. Grant of License to Assignor. Unless and until an "Event of Default" (as defined in the Restated Loan Agreement) shall have occurred and be continuing, Assignee hereby grants to Assignor the exclusive, nontransferable right and license to exercise Assignee's rights under the Patent Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. So long as such right and license shall exist, Assignee shall not exercise any right under or with respect to any Patent or Patent License except as provided in paragraph 11 hereof. Assignor agrees not to sell or assign its interest in, or grant any sublicensee under, the license granted to Assignor in this paragraph 7 without the prior written consent of Assignee. From and after the occurrence of an

Event of Default, Assignor's license with respect to the Patents and Patent Licenses as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Patents or Patent Licenses may be located.

5. Restrictions on Future Agreements. Assignor agrees that until the Liabilities shall have been satisfied in full and the Restated Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

6. Royalties. Assignor hereby agrees that the use by Assignee of each Patent and Patent License as described above shall be as extensive as the rights of Assignor to use such Patent or Patent License and without any liability for royalties or other related charges from Assignee to Assignor.

7. Term. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks and Trademark Licenses assigned hereunder, or (ii) the Liabilities have been paid in full and the Restated Loan Agreement has been terminated.

8. Assignor's Right to Use Trademarks and Trademark Licenses. Unless and until an Event of Default shall have occurred and be continuing, Assignor reserves the exclusive right, subject to Assignee's Security Interest, to own and use the Trademarks and to exercise all rights derived from the Trademark Licenses for Assignor's own benefit and account and for none other. Assignor agrees to undertake all necessary acts to maintain and preserve the Trademarks and the rights under the Trademark Licenses including, but not limited to, filing of affidavits of use and, incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065) and renewals and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Assignor in its Trademarks. Assignor agrees not to sell or assign any interest in, or grant any licenses under, the Trademarks or Trademark Licenses without the prior written consent of Assignee. From and after the occurrence of an Event of Default, Assignor's exclusive rights to own and use the Trademarks and Trademark Licenses as set forth in this paragraph 8 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured, and

Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Trademarks or Trademark Licenses may be located.

9. Reassignment to Assignor. Upon payment in full of the Liabilities and termination of the Restated Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reinvest in Assignor full title to the Patents, Patent Licenses, Trademarks and Trademark Licenses, subject to any disposition thereof, after an Event of Default, which may have been made by Assignee pursuant hereto or pursuant to the Restated Loan Agreement.

10. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on the Assignor's unpatented but patentable inventions and on the Assignor's trademarks and service marks, as is appropriate in the Assignor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in patent applications of the Patents and in trademark and service mark applications and trademark and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. In any suit to enforce any Patent License, Trademark License, Patent or Trademark, Assignee shall, at the expense and request of Assignor, do any and all lawful acts and execute any and all proper documents reasonably required by Assignor in connection with such suit. ASSIGNOR SHALL NOT ABANDON ANY RIGHT TO FILE ANY MATERIAL PATENT APPLICATION, TRADEMARK APPLICATION, SERVICE MARK APPLICATION, PATENT, OR TRADEMARK WITHOUT THE CONSENT OF ASSIGNEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

11. Assignee's Right to Sue. At any time after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patent Licenses, Trademark Licenses, Trademarks and Patents and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 11.

12. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Restated Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provisions, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

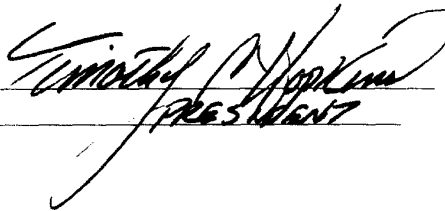
15. Cumulative Remedies; Effect on Restated Loan Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Patent Licenses and Trademark Licenses, whether established hereby or by the Restated Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Restated Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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

THE SIDWELL COMPANY

By 
Its PRESIDENT

ATTEST:

By 
Its SECRETARY

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE B
TRADEMARKS

See attached.



Nº 1275156



THE UNITED STATES OF AMERICA

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

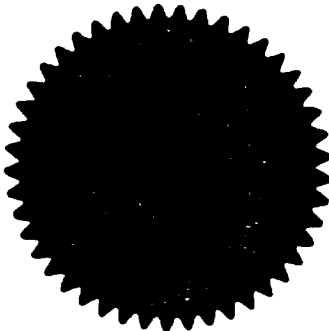
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for Twenty Years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-fourth day of April, 1984.

COMMISSIONER OF PATENTS AND TRADEMARKS

TRADEMARK
REEL: 1745 FRAME: 0288

Int. Cls.: 16 and 42

Prior U.S. Cls.: 38, 100 and 101

United States Patent and Trademark Office

Reg. No. 1,275,156

Registered Apr. 24, 1984



TRADEMARK
SERVICE MARK
Principal Register

SIGNET

The Sidwell Company (Illinois corporation)
28W240 North Ave.
West Chicago, Ill. 60185

For: DRAFTING AND GRAPHIC ARTS POR-
TRAYAL OF REAL PROPERTY, in CLASS 16
(U.S. Cl. 38).

First use Oct. 3, 1982; in commerce Oct. 3, 1982.

For: DRAFTING AND GRAPHIC ARTS
SERVICES IN THE FIELD OF REAL PROPER-

TY, in CLASS 42 (U.S. Cls. 100 and 101).

First use Sep. 21, 1982; in commerce Sep. 21, 1982.

Ser. No. 422,106, filed Apr. 18, 1983.

SUE CARRUTHERS, Examining Attorney

The United States of America



CERTIFICATE OF RENEWAL

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for renewal of registration of the Mark shown herein, a copy of said Mark and pertinent data from the Registration being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Registration renewed under the Trademark Act of 1946, as amended, and said Registration has been duly renewed in the Patent and Trademark Office to the registrant named herein.

This Registration shall remain in force for TEN years from the date that said Registration was due to expire unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this thirteenth day of September 1994.

Received Time

Jun. 5. 3 26AM

TRADEMARK

REEL 17#15 TRADEM. 0290: 28AM

Int. Cls.: 16, 35, 36 and 42

Prior U.S. Cls.: 38, 100 and 101

United States Patent and Trademark Office
10 Year Renewal

Reg. No. 992,016
Registered Aug. 27, 1974
Renewal Term Begins Aug. 27, 1994

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**



SNOWELL COMPANY, THE (ILLINOIS CORPORATION)
28 W 240 NORTH AVENUE
WEST CHICAGO, IL 60185

FOR: MAPS AND AERIAL PHOTOGRAPHS, IN CLASS 38 (INT. CL. 16).

FIRST USE 12-0-1971; IN COMMERCE 12-0-1971.

FOR: MAPPING, AERIAL SURVEYS, PHOTOGRAMMETRY, AND SETTING

UP LAND PARCEL NUMBERING SYSTEMS, IN CLASS 100 (INT. CL. 42).

FIRST USE 12-0-1971; IN COMMERCE 12-0-1971.

FOR: COMPUTER DATA PROCESSING, MICROFILMING, AND LAND REVALUATIONS SERVICES, IN CLASS 101 (INT. CLS. 35 AND 36).

FIRST USE 12-0-1971; IN COMMERCE 12-0-1971.

SER. NO. 72-449,950, FILED 2-28-1973.

In testimony whereof I have hereunto set my hand and caused the seal of The Patent and Trademark Office to be affixed on Sep. 13, 1994.

COMMISSIONER OF PATENTS AND TRADEMARKS

Received Time

Jun. 5. 9 26AM

Print Time

Jun. 5. 9:28AM

TRADEMARK
REEL: 1745 FRAME: 0291

SCHEDULE C

LICENSES

None.

JKY 187336 . 2 May 21, 1998

- 10 -

RECORDED: 06/16/1998

TRADEMARK
REEL: 1745 FRAME: 0292