

09-30-1998



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

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

1. Name of conveying party(ies):

(PLEASE SEE ATTACHMENT)

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 21, 1998, July 24, 1998, July 24, 1998

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

Name: E/RISK INFORMATION SERVICES

Internal Address: _____

Street Address: 100 N. Winchester Blvd., Suite 230City: Santa Clara State: CA ZIP: 95050☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation State California☐ Other _____If assignee is not domiciled in the United States, a domestic representative designation is attached. N/A ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & addresses attached? ☐ Yes ☐ No N/A

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

A. Trademark Application No.(s)

75/035,124

B. Trademark Registration No.(s)

(Now Registration No. 2,186,246)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mary B. Scott, Esq.GRAY CARY WARE & FREIDENRICHStreet Address: 401 B Street, Suite 1700
San Diego, CA 92101-4297

1/30/1998 SSMITH 00000060 75035124

FC:481 40.00 OP
FC:482 50.00 OP6. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41) \$ 90.00☒ Enclosed☐ Authorized to be charged to deposit account

(IF THE ENCLOSED FEES ARE INSUFFICIENT)

8. Deposit account number:

07-1895

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

DO NOT USE THIS SPACE

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.

MARY B. Scott

Name of Person Signing

Mary B. Scott

Signature

9/24/98

Date

Total number of pages including cover sheet, attachments, and document: ☒ 7Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 1793 FRAME: 0561

INFORMATION TO ITEM 1

Name of Conveying parties:

1. STUART G. SOLOMON
2. EBEN E. CALDER
3. ERIC O. FREEBERG

ASSIGNMENT OF TRADEMARK

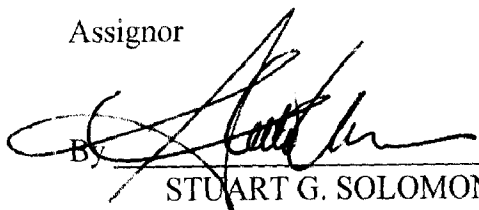
WHEREAS, STUART G. SOLOMON, a U.S. citizen (hereinafter "Assignor") has used the trademark "E-RISK" (hereinafter referred to as "the said mark"), currently pending in the United States Patent and Trademark Office as Application Serial No. 75/035,124; and

WHEREAS, E/RISK INFORMATION SERVICES, a California Corporation, 100 N. Winchester Blvd., Suite 230, Santa Clara, CA 95050 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark and the registration therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor

By 
STUART G. SOLOMON

INDIVIDUAL ACKNOWLEDGMENT FORM


STATE OF CALIFORNIA

COUNTY OF *SAN DIEGO*

}
}
}

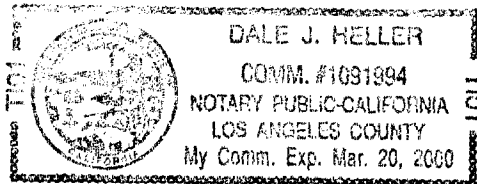
SS.:

On this 24th day of JULY, 1998, before me personally came STUART G. SOLOMON, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.



Notary Public

[Affix notary stamp & seal]



ASSIGNMENT OF TRADEMARK

WHEREAS, EBEN E. CALDER, a U.S. citizen (hereinafter "Assignor") has used the trademark "E-RISK" (hereinafter referred to as "the said mark"), currently pending in the United States Patent and Trademark Office as Application Serial No. 75/035,124; and

WHEREAS, E/RISK INFORMATION SERVICES, a California Corporation, 100 N. Winchester Blvd., Suite 230, Santa Clara, CA 95050 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark and the registration therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor

By



EBEN E. CALDER

INDIVIDUAL ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA

COUNTY OF *SAN DIEGO*

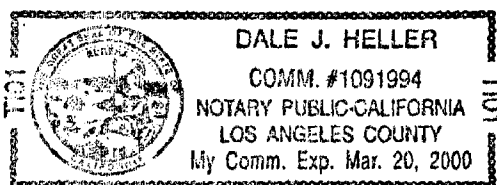
}
}
} SS.:

On this *24th* day of *JULY*, 19 *98*, before me personally came EBEN E. CALDER, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

Dale J. Heller

Notary Public

[Affix notary stamp & seal]



ASSIGNMENT OF TRADEMARK

WHEREAS, ERIC O. FREEBERG, a U.S. citizen (hereinafter "Assignor") has used the trademark "E-RISK" (hereinafter referred to as "the said mark"), currently pending in the United States Patent and Trademark Office as Application Serial No. 75/035,124; and

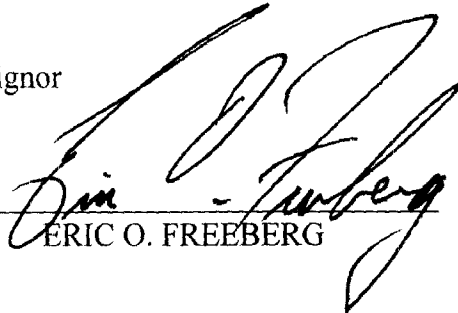
WHEREAS, E/RISK INFORMATION SERVICES, a California Corporation, 100 N. Winchester Blvd., Suite 230, Santa Clara, CA 95050 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark and the registration therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee. to the extent such evidence is in the possession or control of Assignor.

Assignor

By


ERIC O. FREEBERG

INDIVIDUAL ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

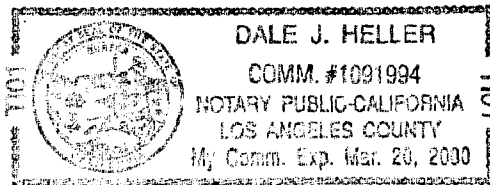
}
}
}

SS.:

On this 21st day of JULY, 1998, before me personally came ERIC O. FREEBERG, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

Dale J. Heller
Notary Public

[Affix notary stamp & seal]



SSSD/96329. v01

RECORDED: 09/25/1998

TRADEMARK
REEL: 1793 FRAME: 0568