

10-23-1998

BR  
Y



Tab settings

To the Honorable Commissioner of

100859447

attached original documents or copy thereof.

1. Name of conveying party(ies):

ADP FINANCIAL INFORMATION SERVICES, INC.

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- 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: AUGUST 31, 1998

2. Name and address of receiving party(ies)

Name: GTIS CORPORATION

Internal Address: ATTN: MARK F. IMPERIALE

Street Address: 3490 CLUBHOUSE DRIVE

City: JACKSON State: WY ZIP: 83001

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,411,629

1,731,576

Additional numbers attached?  Yes  No

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

Name: KATHERINE D. MORICI

Internal Address: CAMHY KARLINSKY & STEIN LLP

Street Address: 1740 BROADWAY, 16TH FLOOR

City: NEW YORK State: NY ZIP: 10019

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.

KATHERINE D. MORICI

Name of Person Signing

*Katherine D. Morici*  
Signature

OCTOBER 19, 1998

Date

Total number of pages including cover sheet, attachments, and document: 3

## ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS (the "Assignment") is executed and delivered as of the 31<sup>st</sup> day of August, 1998, by and between ADP Financial Information Services, Inc., a Delaware corporation ("Seller"), and GTIS Corporation, a Delaware corporation ("Purchaser").

WHEREAS, Purchaser is contemporaneously acquiring certain assets from Seller pursuant to that certain Asset Purchase Agreement dated June 25, 1998, among Seller, Purchaser and other parties, in connection with Purchaser's acquisition of the business to which such assets pertain (the "Business"); and

WHEREAS, Seller wishes to transfer and assign to Purchaser all of its rights, title and interest in and to the trademarks, service marks and trade names which are used in such Business (collectively, the "Marks"), in connection with Purchaser's acquisition of assets pertaining to such Business; and

WHEREAS, the parties wish to evidence this absolute transfer of rights by this instrument of assignment;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns and transfers to Purchaser, and Purchaser hereby accepts, Seller's full and entire worldwide right, title and interest in and to:

(i) the Marks, together with all the goodwill appurtenant thereto, including without limitation the following specifically identified marks:

<u>Mark</u>	<u>Registration Number</u>
GLOBAL REPORT	1,411,629 (Federal)
FX QUOTE	1,731,576 (Federal)
GLOBAL RATE REPORT	Unregistered
GLOBAL RATE REPORT DIGEST	Unregistered

together with any rights, therein, any registrations therefor and any applications (or registrations resulting therefrom) therefor; and


(ii) any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising

from infringement of any of the Marks and to which Seller is or would have been entitled to had this Assignment not been made.

The Marks are to be held and enjoyed by Purchaser for the exclusive use and benefit of Purchaser and Purchaser's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Seller had this Assignment not been made.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed, sealed and delivered, hereby assigning such Marks to Purchaser as of the date first written above.

ADP FINANCIAL INFORMATION SERVICES, INC.

By:   
Name: James B. Benson  
Title: President

Sworn to and subscribed before  
me this 31st day of August, 1998

  
Notary Public

EVELYN ROBINSON  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2174349  
My Commission Expires Feb. 18, 2000