

03-19-1999

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FORM PTO-1594 (Rev. 6-93) REC'D  
OMB No. 0651-0011 MRD 3/5/99 T



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100988884

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):  
NovaMark, Inc.  
103 Foulk Road, Suite 232  
Wilmington, DE 19803

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: NCES Licensing, Inc.  
Internal Address:              Attn: General Counsel  
Street Address: 103 Foulk Road, Suite 262  
City: Wilmington State: Delaware ZIP: 19803

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State Delaware  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: March 2, 1999

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)  
NOVAPRO, No. 2,149,757

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Frederic M. Wilf  
Internal Address:  
Street Address: Saul, Ewing, Remick & Saul LLP  
1055 Westlakes Drive, Suite 150  
City: Berwyn State: PA ZIP: 19312-2410

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number (overpayments or underpayments only):  
50-0469  
(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.*

Frederic M. Wilf  
Name of Person Signing

March 4, 1999  
Date

Total number of pages including cover sheet, attachments and document: 2

## Assignment of Service Mark

This Assignment of Service Mark ("Assignment") is by and between **NovaMark, Inc.**, a Delaware corporation, with its principal office at Suite 232, 103 Foulk Road, Wilmington, Delaware 19803 ("Assignor"), and **NCES Licensing, Inc.**, a Delaware corporation, with its principal office at Suite 262, 103 Foulk Road, Wilmington, Delaware 19803 ("Assignee"), effective as of March 2, 1999.

*Whereas*, Assignor has used and is using in its business and practice, directly and by license to others, and Assignor owns all of the entire right, title and interest in and to the service mark, trademark and trade name "NOVAPRO" (the "Mark");

*Whereas*, the Assignor is the record owner of, and Assignor owns all of the entire right, title and interest in and to, the registration for the Mark with the U.S. Patent and Trademark Office at No. 2,149,757 dated April 7, 1998 (the "Registration");

*Whereas*, Assignor and Assignee have entered into an agreement that provides, *inter alia*, that Assignor agrees to transfer to Assignee all of Assignor's ongoing and existing business, or portion thereof, to which the Mark and the Registration pertain (the "Business"), including goods and services designated and associated by Assignor with the Mark and the Registration; and

*Whereas*, under the terms of the Agreement, Assignor agrees to assign and transfer to Assignee the exclusive ownership of the Mark and the Registration along with the Business, and all rights incident thereto, including the goodwill of the Business symbolized by the Mark;

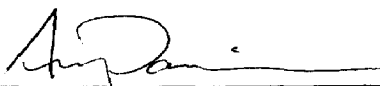
*Whereas*, it is desired that the assignment of the Mark and the Registration be made of record in the U.S. Patent and Trademark Office, and any and all other appropriate authorities and agencies;


*Now, Wherefore*, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Mark and the Registration, and the goodwill symbolized by said Mark.

*In Witness Whereof*, intending to be legally bound in accordance with the law of the State of Delaware, the parties have caused this Assignment to be executed by their authorized representatives in Wilmington, Delaware, U.S.A., as of the 2nd day of March, 1999.

**NovaMark, Inc. (Assignor)**

**NCES Licensing, Inc. (Assignee)**

by   
\_\_\_\_\_  
Andrew T. Panaccione, Secretary

by   
\_\_\_\_\_  
Andrew T. Panaccione, Secretary