

04-15-1999



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4-16-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name JOHNSON BANK, N.A.

Execution Date  
Month Day Year  
03 24 99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name WALTER G. FREEDMAN

DBA/AKA/TA

Composed of

Address (line 1) 1 NORTH FRANKLIN

Address (line 2) SUITE 960

Address (line 3) CHICAGO

IL

60606

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/22/1999 DNGUYEN 00000010 2145806

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1883 FRAME: 0851

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/266,763"/>	<input type="text" value="75/266,726"/>	<input type="text"/>	<input type="text" value="2,145,806"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/266,378"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,113,790"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,106,811"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

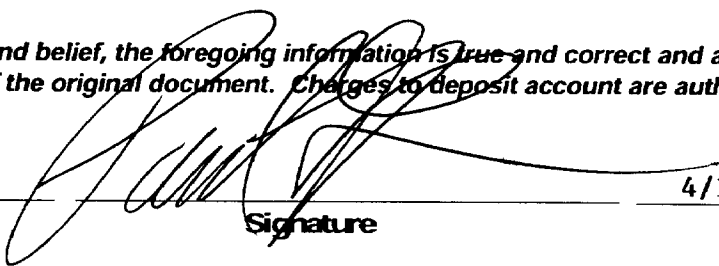
No

**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. Charges to deposit account are authorized, as indicated herein.

PAUL GAYNOR

Name of Person Signing



Signature

4/13/99

Date Signed

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT** made effective as of the 24th day of March, 1999, by Johnson Bank, N.A., of Madison, Dane County, Wisconsin.

### RECITALS

VIEWnet, Inc., as of March 1, 1999, agreed to assign, transfer and convey certain assets to Johnson Bank, N.A. pursuant to a Surrender Agreement which provided for the transfer of certain assets ("VIEWnet Assets") to Johnson Bank, N.A. effective March 1, 1999.

VIEWnet, Inc., as the owner of record of the United States trademarks and service marks listed on Schedule A attached hereto, together with any and all common law rights and copyright material, executed and delivered to Johnson Bank, N.A. its Assignment of Trademarks, attached hereto as Exhibit 1.

Johnson Bank, N.A. has agreed to assign to Walter G. Freedman, in consideration for his payment of the VIEWnet, Inc. indebtedness, its interest in all of the assets formerly owned by VIEWnet, Inc., together with all indebtedness and security interests held by Johnson Bank, N.A. in the VIEWnet Assets.

**NOW, THEREFORE**, in consideration of the foregoing and pursuant to other good and valuable consideration paid by Walter G. Freedman,

1. Johnson Bank, N.A. hereby assigns to Walter G. Freedman, all of its right, title and interest as the Assignee under that certain Assignment of Trademarks attached hereto as Exhibit 1.

2. Johnson Bank, N.A. hereby assigns, transfers and conveys unto Walter G. Freedman all of its right, title and interest, if any, in and to each of the United States trademarks and service marks listed in Schedule A, attached hereto, together with any goodwill associated therewith, and all common law rights and copyright material, software and attendant software documentation.

3. Johnson Bank, N.A. further assigns, transfers and conveys unto Walter G. Freedman the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the U.S. trademarks, state and common law rights and copyrighted material, herein conveyed.

The terms of this Assignment shall inure to the benefit of Walter G. Freedman as of the 24th day of March, 1999. This Assignment of Trademarks is made without warranty and without recourse.

**IN WITNESS WHEREOF**, Johnson Bank, N.A. has executed and delivered this instrument to Walter G. Freedman effective as of the 24th day of March, 1999.

**JOHNSON BANK, N.A.**

By:   
Mark Nolen, Executive Vice President

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF DANE

Personally came before me this 24 day of March, 1999, the above-named Mark Nolen, to me known to be the Executive Vice President of Johnson Bank, N.A., and also known to me to be the person who executed the within instrument on behalf of Johnson Bank, N.A., and acknowledged to me that Johnson Bank, N.A. executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Kelly M. Lyle  
Notary Public, State of Wisconsin  
My Commission: 10/6/2002

## SCHEDULE A

### Johnson Bank, N.A. Assignment to Walter G. Freedman Intellectual Property

Trademark Service Mark (Logo)	Reg. No. 2,145,806 Registered March 24, 1998
VIEWnet, Inc.	Reg. No. 2,113,790 Registered November 18, 1997
InterVIEW	Reg. No. 2,106,811 Registered October 21, 1997
PsychVIEW	Application Serial No. 75/266,763 Notice of Allowance October 13, 1998
AuditVIEW	Application Serial No. 75/266,378
OriginationVIEW	Application Serial No. 75/266,766 Notice of Allowance October 13, 1998

Common Law copyrights to the following software:

InterVIEW  
OriginationVIEW  
AuditVIEW  
PsychVIEW  
RemoteVIEW

TechVIEW  
RasuVIEW  
PowerVIEW  
RoomVIEW  
VaipVIEW

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT** made as of the 1st day of March, 1999, by VIEWnet, Inc., a Delaware corporation, having a principal place of business in Madison, Dane County, Wisconsin.

### RECITALS

VIEWnet, Inc., as of March 1, 1999, has agreed to assign, transfer and convey certain assets to Johnson Bank, N.A. pursuant to a Surrender Agreement which provides for the transfer of certain assets to Johnson Bank, N.A. effective March 1, 1999.

VIEWnet, Inc. is the owner of record of the United States trademarks and service marks listed on Schedule A attached hereto, together with any and all common law rights and copyright material. As a part of the assets being transferred to Johnson Bank, N.A., Johnson Bank, N.A. desires to acquire ownership in and to the same.

**NOW, THEREFORE**, in consideration of the foregoing and pursuant to the Surrender Agreement,

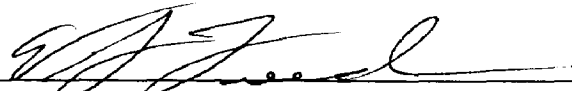
1. VIEWnet, Inc. hereby assigns, transfers and conveys unto Johnson Bank, N.A. all right, title and interest in and to each of the United States trademarks and service marks listed in Schedule A, attached hereto, together with any goodwill associated therewith, and all common law rights and copyright material, software and attendant software documentation. VIEWnet, Inc. hereby warrants that such trademarks and service marks are free and clear of all claims, liens and encumbrances and that VIEWnet, Inc. has authority to convey its right, title and interest in such marks to Johnson Bank, N.A.

2. VIEWnet, Inc. further assigns, transfers and conveys unto Johnson Bank, N.A. the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the U.S. trademarks, state and common law rights and copyrighted material, herein conveyed.

The terms of this Assignment shall inure to the benefit of Johnson Bank, N.A. as of the 1st day of March, 1999.

**IN WITNESS WHEREOF**, VIEWnet, Inc., a Delaware corporation, has executed and delivered this instrument to Johnson Bank, N.A. as of the 1st day of March, 1999.

**VIEWnet, Inc.**

By:   
Walter G. Freedman, Chairman

By:   
John R. Ungaro, Executive Vice President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, the above-named John R. Ungaro, to me known to be the Executive Vice President of VIEWnet, Inc., and also known to me to be the person who executed the within instrument on behalf of VIEWnet, Inc., and acknowledged to me that VIEWnet, Inc. executed the same.

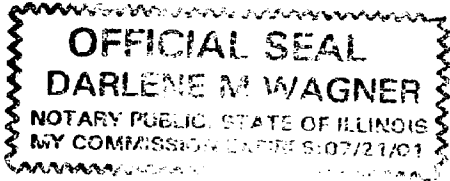
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lillian E. Inghelt  
Notary Public, State of Illinois  
My Commission: 3-17-02

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

Personally came before me this 17<sup>th</sup> day of MARCH, 1999, the above-named Walter G. Freedman, to me known to be the Chairman of VIEWnet, Inc., and also known to me to be the person who executed the within instrument on behalf of VIEWnet, Inc., and acknowledged to me that VIEWnet, Inc. executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 Walter M. Wagner  
Notary Public, State of ILLINOIS  
My Commission: 7-21-2001

**SCHEDULE A**

**VIEWnet, Inc. Assignment to Johnson Bank, N.A.  
Intellectual Property**

Trademark Service Mark  
(Logo)

Reg. No. 2,145,806  
Registered March 24, 1998

VIEWnet, Inc.

Reg. No. 2,113,790  
Registered November 18, 1997

InterVIEW

Reg. No. 2,106,811  
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PsychVIEW

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AuditVIEW  
PsychVIEW  
RemoteVIEW

TechVIEW  
RasuVIEW  
PowerVIEW  
RoomVIEW  
VaipVIEW