

MKS 5-17-99

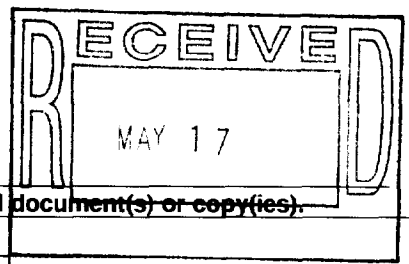
05-21-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101044113

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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

Execution Date
Month Day Year
03301999

Name FMR Corporation

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name Scudder Trust Company, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5 Industrial Way

Address (line 2) _____

Address (line 3) Salem City New Hampshire State/Country 03079 Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization New Hampshire

FOR OFFICE USE ONLY

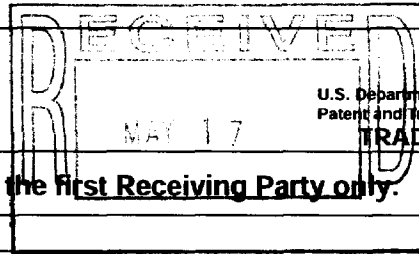
05/19/1999 MTHAI1 00000062 1546734

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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. 20221

REEL: 001898 FRAME: 0876



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)

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.

Kristen H. Sorensen

Name of Person Signing

Signature

5/13/99

Date Signed

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT dated as of March 30, 1999, between FMR CORP., a Massachusetts corporation with its principal place of business located at 82 Devonshire Street, Boston, Massachusetts 02109 ("FMR"), and SCUDDER TRUST COMPANY, INC., a New Hampshire corporation with its principal place of business located at 5 Industrial Way, Salem, New Hampshire 03079, and SCUDDER KEMPER INVESTMENTS, INC., a Delaware corporation with offices located at 345 Park Avenue, New York, New York 10154 (SCUDDER TRUST COMPANY and SCUDDER KEMPER INVESTMENTS, INC. collectively referred to hereinafter as "Scudder");

WHEREAS, FMR is the sole owner and holder of Registration No. 1,546,734, registered on the Principal Register of the United States Patent and Trademark Office on July 4, 1989 for a design mark, registered for "financial services, namely processing brokerage and mutual fund accounts" in Int. Cl. 36, (the "Assigned Mark and Registration");

WHEREAS, Scudder desires to purchase the Assigned Mark and Registration and the associated goodwill from FMR;

NOW, THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Each of the foregoing recitals is true and correct and is incorporated herein by reference.
2. FMR warrants and represents to Scudder that it
 - (a) is the sole owner and holder of the United States Federal Service Mark Registration No. 1,546,734 for the use of the Assigned Mark and Registration (a copy of which is attached as Exhibit A);
 - (b) continues to own and hold the same free and clear of any liens or encumbrances and that the registration is valid and subsisting;
 - (c) that FMR has an unrestricted right to assign to Scudder all of its rights, title and interest in the Assigned Mark and Registration;
 - (d) has rights to the Assigned Mark and Registration by virtue of its continuous use in interstate commerce for the services identified in Registration No. 1,546,734 dating back to November 15, 1987, and
 - (e) has not abandoned the Assigned Mark and Registration within the meaning of 15 U.S.C. §1127.

3. FMR further represents and warrants to Scudder that
 - (a) the execution, delivery and performance by it of this Assignment Agreement and the transaction contemplated herein have been duly authorized by all necessary action, and the individual executing this Assignment Agreement on its behalf is duly authorized to do so;
 - (b) it is duly organized and in good standing under the laws of the jurisdiction of its formation; and
 - (c) the execution, delivery and performance of this Assignment Agreement does not and shall not violate its certificate of incorporation or by-laws, or any existing agreement, statute or law applicable to it or its execution, delivery and/or performance of this Assignment Agreement.
4. As consideration for FMR's assignment to Scudder of the Assigned Mark and Registration and accompanying goodwill associated therewith, Scudder agrees to pay FMR a total of _____ upon the execution of this Assignment Agreement and the form of assignment attached hereto as Exhibit B (the "Assignment"). In addition, Scudder grants FMR a royalty free nonexclusive license to use the Assigned and Registered Mark in the form of the License Agreement attached hereto as Exhibit C.
5. Within a reasonable time after written demand, each party shall execute, acknowledge and deliver all documents or instruments reasonably required to carry out the provisions of this Assignment Agreement. Any party who, on demand, fails to comply with this provision shall indemnify the other for all reasonable attorneys' fees, costs and expenses reasonably incurred as a result of that failure. FMR acknowledges that Scudder will have no adequate remedy at law in the event FMR breaches this Assignment Agreement, and Scudder shall have the right to specific performance or their equitable relief.
6. In connection with the transfer of ownership, FMR agrees to execute the Assignment for recording by Scudder at its expense in the U.S. Patent and Trademark Office ("USPTO") and this Assignment Agreement, which FMR acknowledges is not for recording with the USPTO.
7. In the event that a third party brings any action challenging the validity of the Assigned Mark and Registration, FMR agrees to provide reasonable cooperation to assist Scudder in the defense of any such action, claim, or proceeding
8. FMR Corp. shall not be liable for any consequential, incidental or special damages. FMR Corp.'s liability under this Agreement shall be limited to the amount paid by Scudder under Section 4 of this Agreement. In no event may any action be brought by Scudder under this Agreement more than three years from the date hereof.

9. This Assignment Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.
10. If any particular provision, or part thereof, of this Assignment Agreement is deemed or declared to be invalid, void and/or unenforceable by any court of competent jurisdiction, the other provisions or parts thereof of this Assignment Agreement shall continue in full force and effect and shall be valid and enforceable according to their terms.
11. The parties agree that the laws of the state of New York shall be operative and binding for the purposes of interpretation of this Assignment Agreement and enforcement may be had in any court of competent jurisdiction in New York.
12. The parties acknowledge that this Assignment Agreement constitutes the entire agreement between the parties. Any prior or simultaneous oral representations have not been relied upon by either party in entering into this Assignment Agreement and are not binding on the parties and may not be considered or construed as part of this Assignment Agreement.
13. This Assignment Agreement may be executed by facsimile and in counterparts but all will be treated as a single integrated agreement.

FMR CORP.

By: 

Printed Name: Roger T. Servison

Title: Executive Vice President

SCUDDER TRUST COMPANY

By: 

Print Name: Timothy W. Cameron

Title: President

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Amended

Reg. No. 1,546,734

Registered July 4, 1989

OG Date Jan. 6, 1990

**SERVICE MARK
PRINCIPAL REGISTER**



FMR CORP. (MASSACHUSETTS CORPORATION)

82 DEVONSHIRE STREET
BOSTON, MA 02109

FOR: FINANCIAL SERVICES,
NAMELY PROCESSING BROKERAGE

AND MUTUAL FUND ACCOUNTS, IN
CLASS 36 (U.S. CL. 107).

FIRST USE 11-15-1987; IN COMMERCE
11-15-1987.

SER. NO. 73-743,860, FILED 11-15-1988.

Exhibit A

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark*

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Amended

Reg. No. 1,546,734

Registered July 4, 1989

OG Date Jan. 6, 1998

**SERVICE MARK
PRINCIPAL REGISTER**



FMR CORP. (MASSACHUSETTS CORPORATION)
82 DEVONSHIRE STREET
BOSTON, MA 02109

FOR: FINANCIAL SERVICES,
NAMELY PROCESSING BROKERAGE

AND MUTUAL FUND ACCOUNTS, IN
CLASS 36 (U.S. CL. 102).

FIRST USE 11-15-1987; IN COMMERCE
11-15-1987.

SER. NO. 73-763,860, FILED 11-15-1988.

Exhibit A

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark*

Exhibit B

ASSIGNMENT OF SERVICE MARK APPLICATION

WHEREAS, FMR CORPORATION, a Massachusetts corporation with its principal place of business located at 82 Devonshire Street, Boston, Massachusetts ("FMR"), has adopted, used, and is using, and is the owner of the service mark consisting of a design mark registered in the United States Patent and Trademark Office on July 4, 1989 under Registration No. 1,546,734 (the "Mark"); and

WHEREAS, SCUDDER TRUST COMPANY, a New Hampshire corporation with its principal place of business located at 5 Industrial Way, Salem, New Hampshire 03079 ("Scudder"), is desirous of acquiring said service mark and registration;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, FMR does hereby sell, assign, and transfer to Scudder Trust Company, the entire right, title, and interest in and to: (a) the Mark for the United States and all foreign countries, including all common law rights; (b) U.S. Registration No. 1,546,734, including priority rights; (c) that part of the goodwill of the business connected with the use of and symbolized by the Mark; and (d) FMR's entire right, title, and interest in and to all claims for damages by reason of past or present infringement of the Mark by any party or parties, with the right to sue for and collect the same for its own use and benefit.

FMR agrees to execute any and all documents necessary to establish title in and to enable recording of Scudder Trust Company's title to said Mark and Registration, and goodwill in the United States.

This Assignment is executed this 7th day of April, 1999.

By: Ray L. Scudder
Name:
Title:

STATE OF Massachusetts

COUNTY OF Suffolk

On this 7th day of April, 1999, personally appeared before me Jacqueline Finn, known to me to be the individual named above who executed the within and foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Jacqueline P. Finn
Notary Public

JACQUELINE P. FINN

Notary Public

My Commission Expires July 28, 2000

Notary Stamp

LICENSE AGREEMENT

This Agreement (the "Agreement") is entered into this 30th day of March 1999 by and between SCUDDER TRUST COMPANY, a New Hampshire corporation with its principal place of business located at 5 Industrial Way, Salem, New Hampshire 03079 ("Scudder"), and FMR CORP., a Massachusetts corporation with its principal place of business located at 82 Devonshire Street, Boston, Massachusetts ("FMR").

WHEREAS, Scudder and its affiliates is a mutual fund investment and management services company that has acquired all right, title and interest in and to the design mark that is the subject of United States Trademark Registration No. 1,546,734 (the "Mark");

WHEREAS, FMR is a mutual fund and investment management services company that has used the Mark since November 15, 1987 in connection with the securities clearance, execution, and information management services program of its affiliates and subsidiaries the ("Services"), and wishes to continue using the Mark in the United States (the "Territory"), to identify and promote the Services.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. License Grant.

Scudder grants to FMR the nonexclusive, royalty-free right for it and its direct and indirect subsidiaries and affiliates to use the Mark in connection with the Services during the Term of this Agreement.

2. Term.

The Term of this Agreement shall commence on the date this Agreement is fully executed by both parties and shall continue in effect thereafter until it is terminated in accordance with its terms.

3. Quality of Services.

FMR shall maintain the quality of the Services or such related or similar services sold under or in connection with the Mark commensurate with the current quality and business position of FMR.

4. Inspection.

Upon Scudder's request, FMR will permit duly authorized representatives of Scudder to inspect the premises of FMR using the Mark at mutually agreed upon times, solely for the purpose of ascertaining or determining compliance with Paragraphs 1 and 3 hereof.

5. Use of the Mark.

If Scudder shall so request, FMR agrees to provide Scudder, at FMR's expense, with samples of any literature, brochures, signs and/or advertising material prepared by FMR bearing the Mark. When using the Mark under the terms of this Agreement, FMR further undertakes to comply substantially with all laws pertaining to service marks in force at any time in the Territory.

This provision includes compliance with reasonable marking requirements indicating that the Mark is used under license but without any requirement that ownership be attributed to Scudder.

6. Extent of License.

The right granted in Paragraph 1 hereof shall be nonexclusive and shall not be transferable without Scudder's prior written consent, and Scudder shall have the right to use the Mark and to

license its use to any other designee in the Territory. The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall FMR have the right to grant any sublicenses, except by prior written consent of Scudder.

7. Termination.

a. During the Term of this Agreement, either party may terminate this Agreement with cause upon not less than thirty (30) days prior written notice to the other party, which notice shall describe with particularity the failure or other basis for such termination, and which failure or other basis has not been remedied within such thirty day period. Upon termination, neither party shall have any further liability to the other party. For purposes of this section, "cause" shall include, but will not be limited to, failure by FMR to use the Mark in the manner required by this Agreement.

b. If FMR makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Scudder.

8. Ownership of the Mark.

FMR hereby acknowledges Scudder's exclusive right, title and interest in and to the Mark and any subsequent registration(s) that may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair part of such right, title and interest. In connection with the use of the Mark, neither FMR nor any other party hereto shall in any manner represent that it has any ownership in the Mark or registrations thereof, and all parties acknowledge that all use of the Mark shall inure to the benefit of Scudder. On

termination of this Agreement in any manner provided herein, FMR will cease and desist from all use of the Mark in any way and will destroy or deliver up to Scudder, or its duly authorized representatives, all material and papers upon which the Mark appears, and furthermore, FMR will not at any time adopt, use, register or apply for registration without Scudder's prior written consent, any design or mark which is likely to be similar to, confusing with, or that dilutes the distinctiveness of, the Mark. Each party represents and warrants to the other that it has the authority to enter into this Agreement according to its terms and that its performance does not violate any laws, regulations or agreements applicable to it.

9. Third-party use.

FMR agrees that if FMR receives knowledge of any manufacture, sale or distribution by anyone of any products or services bearing any names, symbols, emblems, designs or colors which may be confusingly similar in the minds of the public to the Mark, FMR will use good faith efforts to call such fact to the attention of Scudder. Scudder shall then have the exclusive right in its sole discretion to pursue any such claim, and FMR shall reasonably cooperate at Scudder's expense with Scudder so that Scudder may prosecute of any such action. If demanded by Scudder, FMR shall join in or cooperate in the prosecution of any such action as may be instituted by Scudder, and all such prosecution to be at Scudder's expense, including reasonable attorneys' fees. The proceeds recovered in any such prosecution in the form of damages, profits or other recovery shall belong solely to Scudder. FMR shall not commence any action of its own to restrain or recover damages for any alleged infringements of the Mark or other indicia of Scudder without first obtaining express written permission to do so from Scudder.

10. Transferability.

FMR shall not assign, sublicense, transfer or otherwise encumber any of its rights under this Agreement to any third party nor transfer or pledge such rights as collateral to third parties for any purpose, directly or indirectly without the prior consent of Scudder, which shall not be unreasonably withheld, and, notwithstanding any other provision, any attempt to do so will cause this Agreement to be terminated automatically and immediately without the necessity of giving any Notice by Scudder.

11. Governing Law.

This Agreement shall be deemed to have been negotiated and executed in New York, New York, United States of America (the "Jurisdiction") and shall be governed, construed, and the legal relations of the parties shall be determined, in accordance with the laws of the Jurisdiction without regard to conflict of law principles. FMR hereby expressly waives any objections to the Jurisdiction and courts of the Jurisdiction, application of the laws of the Jurisdiction, venue and/or forum non convenience and the service of process and other legal documents and pleadings by Notice or by any method approved by the applicable tribunal.

12. Entire Agreement.

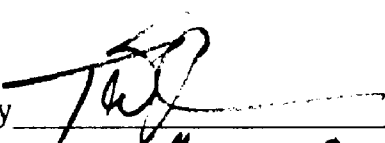
This instrument contains the entire and only agreement between the parties hereto relating to the subject matter hereof and no oral statements or representations or prior written material not herein contained shall have any force or effect. The headings to the paragraphs and subparagraphs hereof are included only for reference purposes and shall not be construed to contravene or vary the language herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by their duly authorized officer, director or authorized agent as of the date first above written.

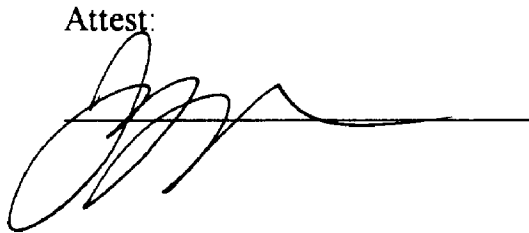
SCUDDER TRUST COMPANY


Attest:


By 

Timothy W. Cameron
President

FMR CORP.

Attest:


By 

Roger T. Sarvison
Executive Vice President

ASSIGNMENT OF SERVICE MARK APPLICATION

WHEREAS, FMR CORPORATION, a Massachusetts corporation with its principal place of business located at 82 Devonshire Street, Boston, Massachusetts ("FMR"), has adopted, used, and is using, and is the owner of the service mark consisting of a design mark registered in the United States Patent and Trademark Office on July 4, 1989 under Registration No. 1,546,734 (the "Mark"); and

WHEREAS, SCUDDER TRUST COMPANY, a New Hampshire corporation with its principal place of business located at 5 Industrial Way, Salem, New Hampshire 03079 ("Scudder"), is desirous of acquiring said service mark and registration;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, FMR does hereby sell, assign, and transfer to Scudder Trust Company, the entire right, title, and interest in and to: (a) the Mark for the United States and all foreign countries, including all common law rights; (b) U.S. Registration No. 1,546,734, including priority rights; (c) that part of the goodwill of the business connected with the use of and symbolized by the Mark; and (d) FMR's entire right, title, and interest in and to all claims for damages by reason of past or present infringement of the Mark by any party or parties, with the right to sue for and collect the same for its own use and benefit.

FMR agrees to execute any and all documents necessary to establish title in and to enable recording of Scudder Trust Company's title to said Mark and Registration, and goodwill in the United States.

This Assignment is executed this 7th day of April, 1999.

By: Roy L. Lewison
Name:
Title:

STATE OF Massachusetts

COUNTY OF Suffolk

On this 7th day of April, 1999, personally appeared before me

Jacqueline Finn, known to me to be the individual named above who executed the within and foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Jacqueline P. Finn
Notary Public

JACQUELINE P. FINN

Notary Public

My Commission Expires July 28, 2000

Notary Stamp

12524

RECORDED: 05/17/1999

TRADEMARK
REEL: 001898 FRAME: 0892