

06-10-1999



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U.S. Patent & TMO/TM Mail Rcpt Dt. #34

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Commissioner of Patents and Trademarks. Please record and attach original documents or copy thereof.

1. Name of conveying Party(ies):
Center for Botanical Informatics, L.L.C.

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

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

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

2. Name and address of receiving Party(ies)
Name: Missouri Botanical Garden
Internal Address: _____
Street Address: P.O. Box 299
City: St. Louis State MO ZIP: 63166

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Missouri Charitable Trust
 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

Execution Date: April 16, 1999

b6-hes

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/340,688
75/269,303

Additional numbers attached? Yes No

B. Trademark Registration No's

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel A. Crowe
Internal Address: Bryan Cave LLP
One Metropolitan Square
Street Address:
211 North Broadway, Suite 3600
City: St. Louis State: MO ZIP: 63102

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:
02-4467 - if missing or insufficient
(Attach) duplicate copy of this page if paying by deposit account)

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9. State 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.

Daniel A. Crowe

Daniel A. Crowe

May 24, 1999

Signature

Date

06/10/1999 RTW:II 00000052 75340688

01 FC:481
02 FC:482

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2879-01

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Mail documents to be recorded with required cover sheet information to:

TRADEMARK
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ASSIGNMENT

THIS ASSIGNMENT (“Assignment”), effective as of April 9, 1999, is made by Center for Botanical Informatics, L.L.C., a Delaware limited liability company (“Assignor”) in favor of Missouri Botanical Garden, a Missouri Charitable Trust exempt from taxation pursuant to §501(c)(3) of the Internal Revenue Code of 1986 (“Assignee”).

WHEREAS, Assignor, which prior to the date hereof was operating an ongoing and existing business, owns, has adopted, used, intends to use and is using several service marks and/or trademarks in United States of America, as set forth on the attached Schedule A (the “Marks”); and

WHEREAS, Assignor owns all right, title and interest in and to the inventions described and/or claimed in the patent applications set forth on the attached Schedule A (the “Patent Rights”); and

WHEREAS, Assignor owns other transferable rights associated with its ongoing and existing business including, but not limited to, certain other intellectual property rights; and

WHEREAS, Assignee, as successor to the portion of the ongoing and existing business and goodwill to which the Marks pertain, desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain, and all right, title, and interest in and to the Patent Rights, including any and all inventions described and/or claimed therein, and all patents and patent applications therefore, and any and all other intellectual property rights owned or held by Assignor.

NOW THEREFORE, the parties hereto agree as follows:

1. **Assignment.** For \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under:

(a) said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks;

(b) the inventions described and/or claimed, and the patents and patent applications therefore, within the Patent Rights, including any reissues or re-examinations thereof, and any continuing and/or divisional applications which may be hereinafter filed, and in and to any Letters Patent which may be granted and issued, in and for the United States of America and all foreign countries, including all treaty and convention rights, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement of said Patent Rights, the same to be held and enjoyed by said Assignee, its successors and assigns, to the full extent permissible under any applicable laws and ends of the terms for which all Letters Patents therefor may be granted; and

(c) any and all other intellectual property of Assignor including, but not limited to, all designs, artwork, ad copy, ideas, inventions, discoveries, processes, methods, systems, procedures, know-how, tangible works of expression, works of authorship, copyrights, copyright applications, copyright registrations, derivative works, improvements, trade secrets, patents, patent applications, and the like, which Assignor owns as of the date of this Assignment (hereinafter "Assignor Intellectual Property"), and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of said Assignor Intellectual Property; and any other rights assigned to Assignee under this Assignment.

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, the Patent Rights, and the Assignor Intellectual Property, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, the Patent Rights, and the Assignor Intellectual Property, or other rights associated with the portion of the business to which the Marks pertain.

SCHEDULE A

Service Marks and Trademarks

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INT'L CLASS</u>
THE BACKPOCKET GARDENER	75/340,688	August 14, 1997	9, 35, 37, and 42
CURIOSITY CARD	75/269,303	April 4, 1997	9, 35, 37, and 42

Patent Rights

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
SITE-SPECIFIC INTEREST PROFILING SYSTEM	U.S.	08/989,973	December 12, 1997
SITE-SPECIFIC INTEREST PROFILING SYSTEM	PCT	PCT/US98/26386	December 11, 1998