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

02-11-2000

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

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TECORDATION FORM COVER SHEET					
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Submission Type	Conveyance Type				
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Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment Effective Date				
Correction of PTO Error Reel # Frame #	Merger Change of Name				
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Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year				
Name Concept Information Systems, Inc. 12231999					
Formerly	Formerly				
Individual General Partnership Limited Partnership X Corporation Association					
Other					
X Citizenship/State of Incorporation/Organization Connecticut					
Receiving Party Mark if additional names of receiving parties attached					
Name PriceWaterhouse Coopers LLP					
DBA/AKA/TA					
Composed of	Composed of				
Address (line 1)	Address (line 1)				
Address(line 2) 1285 Avenue of the Americas					
Address(line 3) New York	New York 10019				
Individual General Partnership	State/Country Limited Partnership If document to be recorded is an assignment and the receiving party is				
Corporation Association not domiciled in the United States, an appointment of a domestic					
X Other Limited Liability Partnersh	representative should be attached. (Designation must be a separate document from Assignment.)				
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1.

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

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Address (line 3)		410	- A Commission		
Address (line 4)					
Corresponde	ent Name and Address A	rea Code and Telephone Number	203-261-1234		
Name	K. Bradford Adolphso	on			
Address (line 1)	Ware, Fressola, Van	der Sluys & Adolphson	LLP		
Address (line 2)	Bradford Green, Buil	ding 5			
Address (line 3)	ne 3) 755 Main Street, P.O. Box 224				
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raucs	Enter the total number of pag ncluding any attachments.	ges of the attached conveyanc	e document # 3		
Enter either the	Frademark Application Number or the emark Application Number(s)		Mark if additional numbers attached R BOTH numbers for the same property). egistration Number(s)		
Number of Properties Enter the total number of properties involved. # 1					
Fee Amount Method of Deposit Ac (Enter for pa	Payment: Enclose count yment by deposit account or if addition Dep	Properties Listed (37 CFR 3 and X Deposit Account on all fees can be charged to the account oosit Account Number:	# 23-0442		

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.

K. Bradford Adolphson

Name of Person Signing

Docket No. 806-019-2

ASSIGNMENT OF U.S. TRADEMARK APPLICATION(S) (ITU)

THIS ASSIGNMENT is effective the 1st day of January, 1999, from CONCEPT INFORMATION SYSTEMS, INC., a Connecticut corporation, having an address at 41 Lantern Circle, Stamford, Connecticut 06905 (hereinafter referred to as "Assignor") to PRICEWATERHOUSE COOPERS LLP, a Delaware limited liability company, having an address at 1285 Avenue of the Americas, New York, NY 10019 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the assignee of record of the United States Trademark Application listed on the Schedule attached hereto and made a part hereof (the "Trademark Application(s)");

WHEREAS, Assignor has intended to use the mark(s) listed on the Schedule in commerce and the Trademark Application(s) indicate that intention, but Assignor has not yet filed allegations of use under §\$1(c) or 1(d) of the Trademark Act;

WHEREAS, Assignor is assigning its interest in the mark(s) and the above-identified Trademark Application(s) to Assignee as part of the entire business to which the mark(s) pertain as required by 15 U.S.C. §1060; and

WHEREAS, Assignee is desirous of acquiring said Trademark Application(s) as part of the business to which the mark(s) pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest, in the United States of America and all foreign countries, in, to and under said Trademark Application(s), together with the goodwill of the business symbolized thereby, and all other rights associated with the portion of the ongoing and existing business to which the mark(s) 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 mark(s).

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 mark(s) and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the mark(s) pertain and that

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Assignor no longer has any right, title or interest, of any kind or nature, in or to the mark(s) or other rights associated with the portion of the business to which the mark(s) pertain.

CONCEPT INFORMATION SYSTEMS, INC.

Bv:

Robert Cooke President

STATE OF CONNECTICAT

COUNTY OF FAIRFIELD

SS. STAMford

On this 23nd day of <u>Desimble</u>, 1999, before me personally appeared Robert Cooke, to me known and known to me to be the President of Concept Information Systems, Inc. described in the foregoing assignment, and who executed the assignment.

(SEAL)

LINDA KENNEDY

NOTARY PUBLIC

MY COMMISSION EXPIRES 12/31/2001

Schedule of United States Trademark Application(s) (ITU)

Mark	Serial Number	Filing Date
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Q-MANUFACTURING	75/597951	12/02/98

RECORDED: 01/10/2000

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