

NY 2/23/00

Client Code: COHRINC 02
167.16U

03-27-2000

066CA1/066CA2/066SCA/066T/067T/092T/093T/097T



101297708

COVER SHEET
IS ONLY

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

COHR INC.

- Individual
- 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: MASTERPLAN INC.

Internal Address:

Street Address: 21540 Plummer Street

City: Chatsworth State: CA ZIP: 91311-4103

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- 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) and address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment of Trademarks
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: _____ (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

4. Application number(s) or registration number(s):

a. Trademark Application No(s):
(None)

b. Trademark and State Registration No(s):
(See attached list)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marguerite L. Gunn
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: COHRINC.(various)

7. Total fee (37 CFR 3.41): \$415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved:
16

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.

Marguerite L. Gunn
Name of Person Signing

Signature

2/18/00
Date

Total number of pages including cover sheet, attachments and document: 7

03/24/2000 DNBUIYEN 00000449 74428102

02 FEB 2000 VOID 375.00 DP

TRADEMARK
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03/24/2000 DNBUIYEN 00000449 74428102
49.00 DP
375.00 DP
02 FEB 2000

EXHIBIT A

MASTERPLAN TRADE NAMES
U.S. Federal Trademark Status Report
May 10, 1999

File No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Renewal Date	Class(es)	Status/Comments
047T	PERFORMANCE CONNECTION	74/428102 08/24/93	1888912 04/11/95	04/11/05	41, 42	Registered.
059T	CHECKPOINT	74/497193 03/04/94	1975261 05/21/96	05/21/06	42	Registered.
065T	COHR MASTERPLAN	74/629248 01/20/95	2036424 02/11/97	02/11/07	37, 42	Registered.
066T	INFORMATION MASTERPLAN	74/604099 11/29/94	1950780 01/23/96	01/23/06	9, 37, 42	Registered.
067T	COHR 835 DIRECT	74/650253 03/22/95	1980781 06/18/96	06/18/06	9	Registered.
092T	VISION MEDICAL SERVICES, INC.	75/017943 11/13/95	2083052 07/29/97	07/29/07	37	Registered.
095T	VISION MEDICAL SERVICES and Design	75/017939 11/13/95	2118790 12/09/97	12/09/07	37, 42	Registered.
097T	ORTHO 8000	75/017938 11/13/95	2232521 03/16/99	03/16/99	10	Registered.
16T	MAINTENANCE MASTERPLAN	73/696428 11/19/87	1499881 08/09/88	08/09/08	35	Registered.

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**State Status Report
May 10, 1999**

State	Mark	File No.	Filing Date	Reg. No. Reg. Date	Renewal Date	Status/Comments
California	PERFORMANCE CONNECTION	047SCA	11/19/93	42934 01/06/94	01/06/04	Registered.
California	PERFORMANCE CONNECTION	057SCA	11/19/93	42933 01/06/94	01/06/04	Registered.
California	COHR MASTERPLAN	065SCA	05/25/95	44886 07/24/95	07/24/05	Registered.
California	INFORMATION MASTERPLAN	066CA1	03/13/95	44595 05/05/95	05/05/05	Registered.
California	INFORMATION MASTERPLAN	066CA2	03/13/95	44594 05/05/95	05/05/05	Registered.
California	INFORMATION MASTERPLAN	066SCA	03/13/95	100082 05/05/95	05/05/05	Registered.
California	MAINTENANCE MASTERPLAN	16U	11/17/87	31737 01/14/88	01/14/08	Registered.

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ASSIGNMENT OF TRADE NAME

This Assignment of Trade Name is made and entered into as of the 21st day of May, 1999 by and between MASTERPLAN INC., a Delaware corporation ("Purchaser"), and COHR INC., a Delaware corporation ("Seller").

RECITALS:

- A. Seller currently conducts the MasterPlan division of its business under the name "MasterPlan" (the "Trade Name"), which has been registered as a trade name in California and with the U.S. Patent and Trademark Office.
- B. Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of May 21, 1999, which contemplates in Section 2.2(d) that Seller shall assign to Purchaser all its rights, title and interest in the Trade Name.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which hereby are expressly acknowledged, the parties hereto agree as follows:

1. Seller irrevocably grants and assigns to Purchaser all of Seller's rights, title and interest in and to the Trade Name and any variations or derivatives thereof, including, but not limited to, the trademarks listed on Exhibit A hereto, together with the goodwill of the business symbolized by the Trade Name and any variations or derivatives thereof, and hereby represents and warrants that the Trade Name has been continuously used in the business symbolized by the Trade Name and any variations or derivatives thereof.
2. Purchaser accepts the foregoing grant and assignment.
3. Seller agrees to execute any and all certificates, instruments and other documents, and to take any and all other actions, that may be necessary or convenient to effect the assignment of the Trade Name to Purchaser, and the subsequent registration thereof by Purchaser with all appropriate government agencies.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trade Name to be duly executed as of the date first set forth above.

COHR INC.


By: _____
Chris Baltes
Secretary

MASTERPLAN INC.


By: _____
Chris Baltes
Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trade Name to be fully executed as of the date first set forth above.

COHR INC.

By: 
Chris Baltes
Secretary

MASTERPLAN INC.

By: 
Chris Baltes
Secretary

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RECORDED: 02/23/2000

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