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Expires 06/30/99
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OPR/FINANCE

RECORDATION FORM COVER SHEET
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02/08/00

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

Name International Association for Financial Planning

01 20 2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization GA

Receiving Party

Mark if additional names of receiving parties attached

Name Financial Planning Association

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5775 Glenridge Drive, N.E.

Address (line 2) Suite B-300

Address (line 3) Atlanta GA 30328-5364
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)

- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DC

03/13/2000 JSMBRAZZ 00000020 7344391

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 OP

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Total: \$25.00

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Mail documents to be recorded with required cover sheet(s) information to:
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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.

Janet McCallen

1-31-00

Name of Person Signing

Signature

Date Signed

CONVEYANCE OF ASSETS

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption agreement (hereinafter called the "Agreement") is made and entered into effective as of the 14th day of January 2000 (the "Effective Date"), by and between the INTERNATIONAL ASSOCIATION FOR FINANCIAL PLANNING, INC." a Georgia, non-profit corporation, as ASSIGNOR ("ASSIGNOR" or "IAFP"), and THE FINANCIAL PLANNING ASSOCIATION, a District of Columbia nonprofit corporation, ASSIGNEE ("ASSIGNEE" or "FPA").

WITNESSETH:

1. **ASSIGNMENT:** Pursuant to the OCGA § 14-3-1202(b)(1), the Board of Directors of the IAFP has, by majority vote, authorized the transfer and conveyance of ownership and title of substantially all of the assets of IAFP, with the exception noted below, to the FPA. The ASSIGNOR hereby assigns, transfers, grants and conveys unto ASSIGNEE all of ASSIGNOR's rights, title, interest, privileges, and powers in, to, under, or in any way pertaining to all of the assets now owned by ASSIGNOR or later acquired by bequest or devise. The phrase "all of the assets" includes, but is not limited to, all tangible and intangible property including furniture, furnishings, fixtures, entitlements, contract rights, membership files and information, copyrights, trade names and trademarks (both domestic and foreign), pending trademarks, and bank accounts (collectively called "Property").

2. **TITLE:** ASSIGNOR hereby represents and warrants to ASSIGNEE as follows: (i) IAFP is the sole and lawful owner of all of the items of Property, owned by IAFP. IAFP covenants to FPA that IAFP shall forever defend such title to all of the items of the Property now owned by IAFP unto FPA (and its legal representatives, successors, and assigns) against all claims and demands of all persons and entities whatsoever.

3. **ASSUMPTION AND INDEMNIFICATION:** Pursuant to the Written Consent of the Board of Directors of the FPA, FPA hereby accepts the assignment of substantially all of the assets of the IAFP. The ASSIGNEE also hereby assumes all of ASSIGNOR's liabilities and obligations under or about all executory contracts (collectively, the "Contracts"). ASSIGNEE shall timely and fully perform all such obligations in accordance with the respective terms and conditions of the Contracts. ASSIGNEE also assumes responsibility for all claims against ASSIGNOR, as well as all obligations and liabilities of ASSIGNOR, actual or contingent, arising out of events occurring prior to the Effective Date (including, but not limited to, any default or breach by the ASSIGNOR of any of its representations, warranties, or covenants under such Contracts and all of such obligations in respect of any liabilities or obligations of the ASSIGNOR). The ASSIGNEE shall indemnify, defend, and hold harmless the ASSIGNOR from and against all claims, damages, losses, costs and expenses (including, but not limited to, reasonable attorneys fees) arising in connection with any or all of the assumed obligations.

4. EXCEPTIONS TO ASSIGNMENT:

(a) IAFP hereby retains full rights, obligations and ownership in its subsidiary known as the Financial Services Information Corporation ("FSIC"), a for profit Georgia corporation.

(b) The parties understand and agree that all IAFP employees will remain employees of IAFP until a new qualified benefit plan has been prepared and implemented by FPA. In the interim, IAFP employees will be leased to FPA. This interim arrangement is expected to last only through the first quarter of 2000.

5. REPRESENTATION: Both parties to this assignment and assumption Agreement represent that this conveyance conforms in every way with the bylaws of the IAFP and the requirements of the Internal Revenue Code regarding the distribution of assets of a tax-exempt organization to another organization organized and operated for the same purpose for which IAFP, as ASSIGNOR, was organized and operated.

SIGNED, SEALED AND DELIVERED as of the date and year set forth at the beginning hereof.

ASSIGNOR: INTERNATIONAL ASSOCIATION FOR FINANCIAL PLANNING, INC.

By: Janet G. McCallen
Janet G. McCallen, CAE
Executive Director

(CORPORATE SEAL)

ASSIGNEE: THE FINANCIAL PLANNING ASSOCIATION

By: David Brand
David Brand
Co-Executive Director

(CORPORATE SEAL)