

07-19-2000

RECOF

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



TR

101407345

6:16:00

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Intellimark, Inc. - Nevada

Individual Association
 General Partnership Limited Partnership
 Corporation-State Nevada Other -

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other - Rescission of Erroneous Assignment and License of Trademark Rights

Execution Date: May 28, 1999

2. Name and Address of receiving party(ies):

Name: Edgewater Technology, Inc.
 Internal Address:
 Street Address: 20 Harvard Mill Square
 City: Walkersfield State: MA Zip: 01880 Country: USA

Individual(s) Citizenship: U.S.A.
 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, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,846,940 for the mark EDGEWATER TECHNOLOGY registered July 26, 1994

Additional numbers attached? Yes No

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

Name: Elisabeth A. Evert
 Internal Address: Sidley & Austin
 Street Address: 717 North Harwood St., Suite 3400
 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 1


7. Total fee (37 CFR 3.41).....\$40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Elisabeth A. Evert  June 15, 2000
 Name of Person Signing Signature Date
 Total number of pages comprising cover sheet 5

OMB No. 0651-0011 (exp. 4/94) Do not detach this portion

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

Commissioner of Patents and Trademarks
 Box Assignment
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK
 REEL: 002104 FRAME: 0299

**RESCISSION OF ERRONEOUS
ASSIGNMENT AND LICENSE OF TRADEMARK RIGHTS**

This Agreement, effective May 28, 1999, is by and between **EDGEWATER TECHNOLOGY, INC.** (hereinafter, "Edgewater"), a Delaware corporation, having its principal corporate business address at 20 Harvard Mill Square, Wakefield, Massachusetts 01880 and **INTELLIMARK, INC. – NEVADA** (hereinafter, "Intellimark"), a Nevada corporation, having its principal corporate business address at 501 South Rancho Drive, Suite G-46, Las Vegas, Nevada 89106.

WHEREAS, Edgewater is the owner of all right, title and interest in the trademarks, service marks, and trade names "EDGEWATER" and "EDGEWATER TECHNOLOGY", including, but not limited to all right, title, and interest in and to U.S. Service Mark Reg. No. 1,846,940, as used on or in connection with Edgewater's business and services, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names (the "Edgewater Marks");

WHEREAS, Intellimark is the owner of all right, title and interest in the trademarks, service marks, trade names and logos "INTELLIMARK" and "I" (and circle logo design), including, but not limited to all right, title, and interest in and to U.S. Service Mark Ser. No. 75/384,613, as used on or in connection with Intellimark's business and services, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names (the "Intellimark Marks");

WHEREAS, on May 28, 1999 Edgewater and Intellimark respectively executed a document entitled "Assignment of Trademark Rights" (hereinafter, "Purported Assignment"), a copy of which is attached as Exhibit A;

WHEREAS, on June 1, 1999 Edgewater and Intellimark respectively executed a document entitled "License Agreement" whereby Intellimark purportedly licensed to Edgewater the Intellimark Marks and the Edgewater Marks (hereinafter, "Purported License"), a copy of which is attached as Exhibit B; and

WHEREAS, both parties acknowledge and agree that such Purported Assignment and Purported License were prepared and executed by the parties as a result of an administrative, ministerial error, and the parties further acknowledge and agree that such Purposed Assignment and Purported License were neither desired nor intended; and

WHEREAS, Intellimark and Edgewater desire to affirmatively rescind said Purported Assignment and Purported License and further desire to confirm that: all ownership, right, title, and interest in and to the Edgewater Marks resides solely in Edgewater; all ownership, right, title and interest in and to the Intellimark Marks resides solely in Intellimark; and that the Purported License whereby Intellimark granted to Edgewater a trademark license to the Intellimark Marks and Edgewater Marks is rescinded and null and void and that Edgewater had and has no right or license to use the Intellimark Marks;

NOW, THEREFORE, Intellimark and Edgewater by these presents hereby rescind the prior executed Purported Assignment and Purported License, and the parties hereby confirm that all right, title and interest in and to the Edgewater Marks, together with all goodwill of the business symbolized by said trademarks, service marks, and trade names, is the sole and exclusive property of Edgewater, the same to be held and enjoyed by Edgewater for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives. The parties also hereby confirm that the Purported License whereby Intellimark granted to Edgewater a trademark license to the Intellimark Marks and the Edgewater Marks is rescinded and null and

void and that Edgewater had and has no right or license to use the Intellimark Marks.

SIGNED at Fayetteville, Arkansas on this 2nd day of June, 1999.

EDGEWATER TECHNOLOGY, INC.
"Edgewater"

By:



Name: Clete T. Brewer

Title: Chief Executive Officer

STATE OF ARKANSAS)

)

ss:

COUNTY OF WASHINGTON)

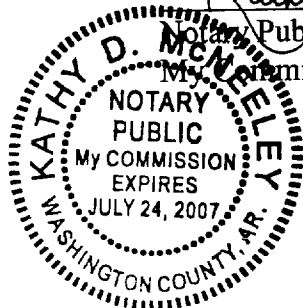
BEFORE ME, the undersigned authority, on this day personally appeared **CLETE T. BREWER**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of said corporation.

Given under my hand and seal of Office this 2nd day of June, 1999.




Notary Public

My Commission Expires: 7-24-07



SIGNED at Fayetteville, Arkansas on this 2nd day of June, 1999.

INTELLIMARK, INC. – NEVADA
“Intellimark”


By: 
Name: Alex Stallings
Title: Vice President and Controller

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

ss:

BEFORE ME, the undersigned authority, on this day personally appeared **ALEX STALLINGS**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of such corporation.

Given under my hand and seal of Office this 2nd day of June, 1999.


Notary Public
My Commission Expires: 7-24-07

