

08-18-2000

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



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

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OFFICE OF PATENT AND TRADEMARK RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

7-24-00

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
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

08/17/2000 MTHA11 00000178 76001614

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

Refund of Fee
08/17/2000
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Total:

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002121 FRAME: 0668

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.

Nancy A. Richardson

Name of Person Signing

Nancy A. Richardson

Signature

7/25/00

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**") is effective this 1st day of July, 2000, from CONCERO INC., f/k/a PSW Technologies, Inc., a Delaware corporation ("**Assignor**"), having a principal place of business at 6300 Bridgepoint Parkway, Building 3, Suite 200, Austin, Texas 78730 to CONCERO GROUP L.P., a Texas limited partnership ("**Assignee**"), having a principal place of business at 6300 Bridgepoint Parkway, Building 3, Suite 200, Austin, Texas 78730.

RECITALS

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the marks listed on Exhibit A attached to and incorporated in this Assignment (the "**Marks**");

WHEREAS, Assignor is transferring to Assignee certain assets whereby Assignee is acquiring from Assignor, and thereby becoming the successor to, the portion of Assignor's business to which the Marks pertain, which business is ongoing and existing; and

WHEREAS, Assignor desires to transfer all of its right, title and interest in and to the Marks to Assignee and that such transfer is not a transfer-in-gross but is being assigned together with the goodwill and the aforementioned assets associated therewith;

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights in and to said Marks, the issued trademark registration, and the goodwill of the business associated with such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

ASSIGNMENT

1. The foregoing recitals are incorporated by reference as if fully set forth herein.
2. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks, including without limitation, all common law rights, both domestic and foreign, and all international, federal and state applications and registrations related thereto, together with any goodwill of the business symbolized by the Marks.
3. Assignor warrants and represents (i) that it owns and possesses all right, title and interest in the Marks necessary to enter into this Assignment; (ii) that it has the right to transfer the Marks to Assignee; (iii) that it knows of no other applications or registrations filed by it or on its behalf for the Marks; and (iv) that it has not assigned any rights in the Marks to any other person or entity or otherwise encumbered its rights in the Marks in any manner whatsoever.
4. Assignor retains the royalty free, irrevocable right to use the Marks for itself and its affiliates without payment of any royalty or other fee.

5. Assignor agrees not to file any trademark, trade name, service mark application or Internet domain name applications for the Marks or any confusingly similar mark.

6. Assignor agrees not to challenge, anywhere in the world, Assignee's use or registration of the Marks.

7. Assignor agrees to execute any additional documents that Assignee reasonably requests to effectuate this Assignment.

8. This Assignment cannot be terminated or amended, except by a written agreement signed by Assignor and Assignee.

9. This Assignment shall be binding on and shall inure to the benefit of the Assignor and Assignee, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and Assignees.

10. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Assignment shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Assignment.

11. **This Assignment shall be governed, construed and interpreted according to the laws of the State of Texas without giving effect to any choice of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.**

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers or representatives.

ASSIGNOR

CONCERO INC.

By: Nancy Richardson
Nancy Richardson, Vice President

ASSIGNEE

CONCERO GROUP L.P.

By: CONCERO GP, LLC,
its general partner

By: Nancy Richardson
Nancy Richardson, Secretary

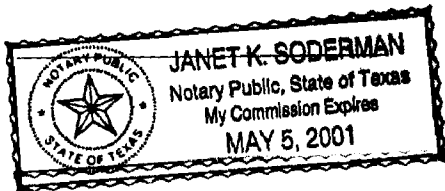
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Nancy Richardson, Vice President of Concero Inc. and Secretary of Concero GP, LLC, personally appeared before me, and being first duly sworn declared that she signed the Assignment in the capacity designated, and further states that she has read the above Assignment, and the statements therein contained are true.

SUBSCRIBED AND SWORN TO before me this 10th day of July, 2000.

Janet K. Soderman
Notary Public in and for the State of Texas

My Commission Expires:



Janet K. Soderman
Printed Name

[Signature Page – Trademark Assignment]

EXHIBIT A

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Filing/Reg. Date</u>
CONCERO AND DESIGN	76/001,614	March 14, 2000
CONCERO	75/943,972	March 14, 2000
DIGITAL RETHINK	75/757,947	July 22, 1999
DIGITAL BACKBONE	75/757,718	July 22, 1999
GENOVA <GENOA> AND DESIGN	2,174,598	July 21, 1998
GENOVA <GENOA>	2,121,882	December 16, 1997
PSW	2,121,881	December 16, 1997
PSW TECHNOLOGIES INC. AND DESIGN	2,178,093	August 4, 1998

[Exhibit A – Trademark Assignment]

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RECORDED: 07/24/2000

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