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09-11-2000

Docket No.:



101453293

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To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

Infomentum Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company - Ohio

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: March 10, 2000

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

Name: brightwhite solutions, inc.

Internal Address:

Street Address: 2800 Corporate Exchange Drive

City: Columbus State: OH ZIP: 43229

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/645,194

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: Cory M. Amron, Esquire

Internal Address: Vorys Sater Seymour and Pease LLP

Street Address: 1828 L Street, N.W.

11th Floor

City: Washington State: DC ZIP: 20036

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:

22-0585

DO NOT USE THIS SPACE

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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.

Cory M. Amron

Name of Person Signing

Cory Amron

Signature

August 11, 2000

Date

Total number of pages including cover sheet, attachments, and

3

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, INFOMENTUM LTD. ("Assignor"), with offices located at Suite 3, 3244 W. Henderson Road, Columbus, Ohio 43220, is an Internet products and professional services company which develops, markets and sells active server pages software applications, tools and components (the "Business") and owns certain intellectual property used in the Business (the "Intellectual Property"), and

WHEREAS, brightwhite solutions, inc., an Ohio corporation ("Assignee"), is desirous of acquiring the aforesaid Intellectual Property, and Assignor and Assignee, together with the owners of Assignor, have executed an Asset Purchase Agreement dated March 10, 2000 with respect to the sale, assignment and transfer of the Business, including the Intellectual Property, by Assignor to Assignee (the "Agreement");

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer unto the said Assignee, all of Assignor's right, title and interest in and to the aforesaid Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property, including, but not limited to, (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, internet domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all original works of authorship and other copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all ASP Products (as defined in the Agreement, including, but not limited to, those products known as "ActiveFile", "AppletFile", "ActiveProfile", "ActiveMessenger", "ActiveBundle" and "ASPLightning") and other computer software (including data and related documentation, the JAVA version of all products currently under development by Assignor, and the source code and object code forms thereof and all algorithms, methods and processes embodied therein), (g) all other proprietary rights, (h) all interests of Assignor in the name "Infomentum" or any similar name and in any and all websites related to the Business, and (i) all copies and tangible embodiments thereof (in whatever form or medium).


Assignor further assigns unto Assignee all right to sue for and to receive all damages accruing from past infringement of the Intellectual Property.

Assignor undertakes that upon the request of Assignee or its designees, Assignor and/or its successor in business will make all rightful oaths, testify on behalf of Assignee or its designees in matters involving the Intellectual Property and do all other lawful acts necessary to carry out the intent of this assignment as well as to provide such other material, information and

assistance to Assignee or its designees as Assignee and/or its designees may consider necessary in connection therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed effective as of March 10, 2000.

INFOMENTUM LTD.

By: 
George E. Raudabaugh
a Partner