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

09-29-2000

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



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Name

Execution Date
Month Day Year

Formerly

2707969

- 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

FOR OFFICE USE ONLY

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(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002150 FRAME: 0517

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2207969"/>	<input type="text" value="1881267"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2186949"/>	<input type="text" value="1866269"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1881075"/>	<input type="text" value="1865127"/>	<input type="text"/>

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.

Marshall J. Brown

9/14/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, DAMES & MOORE GROUP, a Delaware corporation, having its principal place of business at 100 California Street, Suite 500, San Francisco, California 94111 ("*Assignor*"), represents and warrants that it has adopted, used, and is using certain trademarks which are the subject of applications/registrations at the U.S. Patent and Trademark Office ("*PTO*"), and that it is the sole and exclusive owner of the trademark *applications/registrations* described in *Schedule A* attached hereto and made a part hereof (the "*Marks*"), as well as of the business associated with the products/services to which the Marks pertain; and

WHEREAS, Cerilliant Corporation, a Texas corporation, having its principal place of business at 1845 Woodall Rodgers Freeway, Suite 1600, LB-16, Dallas, Texas 75201 ("*Assignee*"), desires to acquire the entire right, title and interest in the Marks and any Registrations and Applications for Registration thereof, in the United States and throughout the world, together with that portion of Assignor's business which has developed the products/services to which the Trademarks pertain, including the good will represented by the Marks.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in the Marks and any Registrations and Applications for Registration thereof, together with the entire business and goodwill of the business associated with and symbolized by the Marks, together with all common law rights, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the Marks, including but not limited to, the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure and enforce such rights, and to record these assignments in individual countries.

AND, said Assignor hereby represents and warrants that it has full right to assign and convey the entire rights, title and interests herein assigned, along with that portion of its business which has developed the products to which the Marks pertain, and the good will associated therewith, and that the Marks are valid and subsisting on the Principal Register of the PTO.

DATED: August 30, 2000

DAMES & MOORE GROUP

By: Glenn D. Martin
Name: GLENN D. MARTIN
Title: EXECUTIVE VICE PRESIDENT

State of ILLINOIS)
) ss
County of COOK)

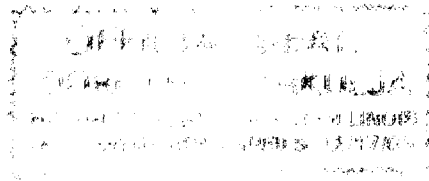
Before me, Dorothy B. Trkulja, on this day personally appeared GLENN D. MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the EXECUTIVE VICE PRESIDENT for DAMES & MOORE GROUP, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation. Given under my hand and official seal this 30th day of Aug., 2000.

My Commission Expires:

12/17/03

Notary Public:

Dorothy B. Trkulja



SCHEDULE A**TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date
Analytical Reflections	2,207,969	12/08/98
NewsFlask and Design	2,186,949	09/01/98
Snap-N-Shoot	1,881,075	02/28/95
	1,881,267	02/28/95
Snap-N-Shoot Standards and Design	1,866,269	12/06/94
	1,865,127	11/29/94

SCHEDULE A

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RECORDED: 09/20/2000

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REEL: 002150 FRAME: 0521