

RECC  
TR

10-16-2000

Docket No.:

66307



Tab settings

To the Honorable Commissioner of Patents and

101487818

1 original documents or copy thereof.

1. Name of conveying party(ies):

Lanyon Application Systems Limited



- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State United Kingdom
- Other

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

3. Nature of conveyance:

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

Execution Date: June 29, 2000

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

Name: Lanyon, Inc.

Internal Address:

Street Address: 1521 North Cooper, Suite 800

City: Arlington State: TX ZIP: 76011

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

B. Trademark Registration No.(s)

1,439,639 1,994,847

*MRP 822-0*

Additional numbers

Yes  No

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

Name: Donald N. Huff

Internal Address: Dykema Gossett

Street Address: 1300 I Street, N.W. Suite 300 West

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-2223

10/13/2000 AWNED1 00000117 042223 1439639

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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.

Donald N. Huff

Name of Person Signing

Signature

August 22, 2000

Date

Total number of pages including cover sheet, attachments, and

7

**THIS AGREEMENT** is made the 29 day of June 2000

**BETWEEN:-**

1. **LANYON APPLICATION SYSTEMS LIMITED** (Registered in England No.3690967) whose registered office is at 1 Luxemburg Gardens, London W6 7ED ("the Assignor"); and
2. **LANYON, INC** a corporation incorporated under the laws of Delaware whose principal place of business is at 1521 North Cooper, Suite 800, Arlington, Texas 76011, USA ("the Assignee" which expression shall include its successors and assigns).

**WHEREAS:-**

- (1) Pursuant to an agreement of even date herewith the Assignor has sold to the Assignee part of its business and undertaking.
- (2) The Assignor is, pursuant to a trade mark assignment dated 18 August 1999 and made between Lanyon Limited and the Assignor (which assignment is in the process of being recorded at the relevant trade mark registries) the proprietor and beneficial owner of the registered trade marks particulars of which are set out in Part 1 of Schedule 1 hereto ("the Registrations") and the trade mark application particulars of which are set out in Part 2 of Schedule 1 hereto ("the Application").
- (3) The Assignor has agreed to assign to the Assignee the Registrations and the benefit of the Applications upon the terms and conditions hereinafter appearing and for the consideration hereinafter mentioned but for the avoidance of doubt has not agreed to assign to the Assignee the registration and application set out in Schedule 2 hereto.
- (4) The Assignor wishes to assign the Intellectual Property Rights to the Assignee on the terms of this Agreement.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- (1) In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:-

Business	as defined in the Business Sale Agreement;
Business Sale Agreement	an agreement of even date herewith pursuant to which the Assignor agreed to sell to the Assignee certain of the business and assets of the Assignor;

**TRADEMARK**

**REEL: 002155 FRAME: 0555**

**Intellectual Property** patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights (including but not limited to copyright in any computer software programs, computer digit codes, computer source codes, manuals, system specifications, screen displays, program documentation and flow charts), database rights, design rights, rights affording equivalent protection to copyright, database and design rights, trade marks, service marks, business names, trade names, registrations of or any application to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country;

**Intellectual Property Rights** all Intellectual Property owned by the Assignor relating to or used in the Business but excluding the trade mark registrations and applications details of which are set out in Schedule 2.

**2. ASSIGNMENT**

In consideration of the sum of £1 paid by the Assignee to the Assignor in accordance with the provisions of the Business Sale Agreement the Assignor as beneficial owner and with full title guarantee hereby assigns to the Assignee free from encumbrances all its right title and interest in and to:-

- (1) the Registrations and the full and exclusive benefit of the same together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of the Registrations or other acts constituting passing off which may have taken place or occurred prior to the date hereof TO HOLD the same unto the Assignee absolutely;
- (2) the full and exclusive benefit of the Application together with the benefit of any registration which may be granted pursuant to the Application to the intent that upon registration the Assignee shall be entered as registered proprietor of the trade mark the subject of the Application; and
- (3) the Intellectual Property Rights throughout the world for the full period thereof, including any renewals and extensions, and including all rights of action accrued at the date of this Agreement.

**3. FURTHER ASSURANCE**

The Assignor further covenants that at the request and cost of the Assignee it will at all times hereafter do or procure that there shall be done all such acts and execute all

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such documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder (whether in connection with any registration of such title or otherwise).

**4. GENERAL**

(1) This Agreement shall be governed by and construed in accordance with English law.

(2) If any provision or term of this Agreement is held or rendered illegal, invalid or unenforceable under any applicable law, such provision or term shall, insofar as it is severable from the remaining provisions or terms, be deemed omitted from this Agreement and shall not adversely affect the remaining provisions or terms.

**AS WITNESS** the hands of the duly authorised representatives of the day and year first above mentioned

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**SCHEDULE 1****Part 1****Registrations**

<u>Country</u>	<u>Mark</u>	<u>Registered Number</u>	<u>Filing Date</u>	<u>Class</u>	<u>Renewal Date</u>
Australia	LANYON	638850	24.08.94	9	24.08.04
Canada	LANYON	455916	25.08.94	-	22.03.11
United Kingdom	LANYON	B1251421	02.10.85	9	02.10.06
United Kingdom	LANYON	1582416	17.08.94	9	17.08.01
United Kingdom	LANYON	1582417	17.08.94	42	17.08.01
United States	LANYON	1439639	08.11.86	38	12.05.07
United States	LANYON	1994847	27.03.95	42	20.08.06

**Part 2****Application**

<u>Country</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Class</u>
EU Community	LANYON	194225	01.04.96	9,16,42

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SCHEDULE 2

Registration

<u>Country</u>	<u>Mark</u>	<u>Registered Number</u>	<u>Filing Date</u>	<u>Class</u>	<u>Renewal Date</u>
EU Community	LANYON-ADVANCE	194258	01.04.96	9,16,42	01.04.06

Application

<u>Country</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Class</u>
United States	LANYON-ADVANCE	75/084448	05.04.96	9

SIGNED by  
for and on behalf of  
LANYON APPLICATION  
SYSTEMS LIMITED  
in the presence of:-

)  
) *M. Lanyon*  
)  
)  
)

*James M. Devine Jr.*  
James M. DEVINE JR.  
333 John Carlyle St., Suite 600  
Alexandria, VA 22314 USA  
Collaborative Services Membership Manager

SIGNED by N.L.H. Lanyon  
for and on behalf of  
LANYON, INC  
in the presence of:-

)  
) *N.L.H. Lanyon*  
)  
)  
)

*James M. Devine Jr.*  
James M. DEVINE JR.  
333 John Carlyle St., Suite 600  
Alexandria, VA 22314 USA  
Collaborative Services Membership Mgr.

V R144281

**DATED** 29 June 2000

**(1) LANYON APPLICATION  
SYSTEMS LIMITED**

**- and -**

**(2) LANYON, INC**

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**ASSIGNMENT OF INTELLECTUAL  
PROPERTY RIGHTS**

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**Wedlake Bell  
.16 Bedford Street  
Covent Garden  
London WC2E 9HF**

**DX: 40009 Covent Garden**

**Tel: 020 7395 3000  
Fax: 020 7836 9966**

**Ref: AHS/57252/WB1-44281**