FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 10-26-2000

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



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RECORDJ. JANI COVER SHEET							
TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or conv(ics)							
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type (A.C.A) Conveyance Type							
Submission Type $10.5.00$	Y Accignment Tilicanse						
Resubmission (Non-Recordation) Document ID #	Security Agreement Nume Pro Tunc Assignment						
	Merger Ffective Date						
Correction of PTO Error Reel # Frame #							
Corrective Document	Change of Name						
Reel # Frame #	Other C 7						
Conveying Party Mark if additional names of conveying parties attached Execution Date							
	Month Day Year						
Name Association Trademark Co	orporation 07-12-00						
Formerly							
Individual General Partnership	Limited Partnership X Corporation Association						
Other							
Citizenship/State of Incorporation/Organiza	ation						
Receiving Party	Mark if additional names of receiving parties attached						
Name Building Owners and Mar	nagers Institute International, Inc.						
BOMI Institute							
DBA/AKA/TA BOMI Institute							
Composed of							
Address Wing 1) 1521 Ritchie Highway							
Address (line 1) 1521 Ritchie Highway							
Address (line 2)							
Address (line 3) Arnold	MD USA 21012						
City	State/Country Zip Code						
	assignment and the receiving party is						
X Corporation Association	not domiciled in the United States, an appointment of a domestic						
Othor	representative should be atlached. (Designation must be a separate						
Other	document from Assignment.)						
Citizenship/State of Incorporation/Organiza	ation						
	R OFFICE USE ONLY						
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FC:488 500,00 dV							

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

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FORM PTO-1618B
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Page 2

U.S. Department of Commerce Patent and Trademark Office

OMB 0651-0027			TRADEMARK
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Name			
Address (line 1)			
Address (line 2)		***	
Address (line 3)			
Address (line 4)		4	
Correspond	lent Name and Address _{Ar}	ea Code and Telephone Number 8	47-480-5280
Name	Robert I. Wertheime		
Address (line 1)	707 Skokie Boulevar	d	
Address (line 2)	Suite 555		
Address (line 3)	Northbrook, Illinoi	s 60062-2840	
Address (line 4)			
Pages	Enter the total number of page including any attachments.	es of the attached conveyance do	cument # 29
Trademark A	Application Number(s) or I	Registration Number(s)	X Mark if additional numbers attached
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	lemark Application Number(s)		ration Number(s)
		1338436	1355898 1458755
		1338437	1450095 1979850
			1451409 1979852
			1979032
Number of F	Properties Enter the total n	umber of properties involved.	# 13
Fee Amoun	t Fee Amount for I	Properties Listed (37 CFR 3.41):	\$ 340.00
Method of	f Payment: Enclose	d X Deposit Account	
Deposit A			
(Enter for pa	ayment by deposit account or if addition Depo	ial fees can be charged to the account.) Sit Account Number:	#
	Auth	orization to charge additional fees:	Yes No
Statement a	nd Signature		
attac	hed copy is a true copy of the origi	, the foregoing information is true an inal document. Charges to deposit a	d correct and any ccount are authorized, as
Blan	ated herein.	Robert I. Wertheim	10/3/0-
Name (of Person Signing	Signature	Date Signed

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TRADEMARK

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

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

On any service of Donates		
Conveying Party Enter Additional Conveying Party	Mark if additional names of conveying parties attach	ned Execution Date Month Day Year
Name		
Formerly		
Individual General Partnership Limit	ted Partnership Corporation	Association
Other		
Citizenship State of Incorporation/Organization		
Receiving Party Enter Additional Receiving Party Mark	if additional names of receiving parties attached	
Name		
DBA/AKA/TA		
Composed of		
Address (line 1)		
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Address (line 3)		
city Individual General Partnership Li	State/Country mited Partnership If document to be	
Corporation Association	assignment and t	the receiving party is the United States, an
Corporation Association		nould be attached
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Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registr Enter either the Trademark Application Number or the Registration	(Designation mudocument from the station Number(s) Registration Number 1979853 (Designation mudocument from the station Number to the station number for the	st be a separate the Assignment.) nal numbers attached same property).
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Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registr Enter either the Trademark Application Number or the Registration	(Designation mudocument from the station Number(s) Registration Number 1979853 (Designation mudocument from the station Number to the station number for the	st be a separate the Assignment.) nal numbers attached same property).

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the RPA® mark (U.S. Registration No. 1,338,436, registered on May 28, 1985) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.
- 3. ATC hereby expressly warrants that there has been no abandonment of the Mark from its date of first use to the date of this Assignment.

federal law and the laws of the State of Maryland. IN WITNESS WHEREOF, the parties have signed this Assignment on this day of July, 2000, and the undersigned hereby represent and warrant that they have authority to execute this Assignment and bind their respective organizations thereto. ASSOCIATION TRADEMARK CORPORATION By: Its President **BUILDING OWNERS AND MANAGERS INSTITUTE** INTERNATIONAL, INC. By:

Its President

This Assignment shall be governed and interpreted in accordance with

Document Number: 448614

4.

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the RPA (and Design)® mark (U.S. Registration No. 1,338,437, registered on May 28, 1985) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.

- 3. ATC hereby expressly warrants that there has been no abandonment of the Mark from its date of first use to the date of this Assignment.
- 4. This Assignment shall be governed and interpreted in accordance with federal law and the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have signed this Assignment on this

/2th day of ______, 2000, and the undersigned hereby represent and warrant that they have authority to execute this Assignment and bind their respective organizations thereto.

ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C//Williams

Its President

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the SMA® mark (U.S. Registration No. 1,355,897, registered on August 20, 1985) (hereinafter referred to as the "Mark"); and WHEREAS, BOMI is desirous of acquiring the Mark and all registrations

thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.
- 3. ATC hereby expressly warrants that there has been no abandonment of the Mark from its date of first use to the date of this Assignment.

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This Assignment shall be governed and interpreted in accordance with

Document Number: 448614

4.

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the SMA (and Design)® mark (U.S. Registration No. 1,355,898, registered on August 20, 1985) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.

- 3. ATC hereby expressly warrants that there has been no abandonment of the Mark from its date of first use to the date of this Assignment.
- 4. This Assignment shall be governed and interpreted in accordance with federal law and the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have signed this Assignment on this

12th day of July, 2000, and the undersigned hereby represent and warrant that they have authority to execute this Assignment and bind their respective organizations thereto.

ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C. Williams

Its President

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the FMA (and Design)® mark (U.S. Registration No. 1,450,095, registered on July 28, 1987) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.

- 3. ATC hereby expressly warrants that there has been no abandonment of the Mark from its date of first use to the date of this Assignment.
- 4. This Assignment shall be governed and interpreted in accordance with federal law and the laws of the State of Maryland.

ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C./Williams

Its President

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the FMA® mark (U.S. Registration No. 1,451,409, registered on August 4, 1987) (hereinafter referred to as the "Mark"); and WHEREAS, BOMI is desirous of acquiring the Mark and all registrations

thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.
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This Assignment shall be governed and interpreted in accordance with

Document Number: 448614

4.

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Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the FACILITIES MANAGEMENT ADMINISTRATOR® mark (U.S. Registration No. 1,458,755, registered on September 22, 1987) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.

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IN WITNESS WHEREOF, the parties have signed this Assignment on this

/2 day of _______, 2000, and the undersigned hereby represent and warrant that
they have authority to execute this Assignment and bind their respective organizations thereto.

ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C. Williams

Its President

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the SMA (and Design)® mark (U.S. Registration No. 1,979,850, registered on June 11, 1996) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
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ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C. Williams

Its President

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Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the SMT® mark (U.S. Registration No. 1,979,852, registered on June 11, 1996) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

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federal law and the laws of the State of Maryland. IN WITNESS WHEREOF, the parties have signed this Assignment on this $\frac{12^{4}}{2}$ day of $\frac{1}{2}$, 2000, and the undersigned hereby represent and warrant that they have authority to execute this Assignment and bind their respective organizations thereto. ASSOCIATION TRADEMARK CORPORATION By: Its President **BUILDING OWNERS AND MANAGERS INSTITUTE** INTERNATIONAL, INC. By:

Its President

This Assignment shall be governed and interpreted in accordance with

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WHEREAS, Building Owners and Managers Institute International, Inc., a

Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie

Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association

International, an Illinois not-for-profit corporation with its principal place of business at 1201

New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association

Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the SMT (and Design)® mark (U.S. Registration No. 1,979,853, registered on June 11, 1996) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

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ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor

Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C. Williams

Its President

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
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International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the FMA (and Design)® mark (U.S. Registration No. 1,979,854, registered on June 11, 1996) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

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/2th day of _______, 2000, and the undersigned hereby represent and warrant that
they have authority to execute this Assignment and bind their respective organizations thereto.

ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C. Williams

Its President

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the RPA (and Design)® mark (U.S. Registration No. 1,979,855, registered on June 11, 1996) (hereinafter referred to as the "Mark"); and

WHEREAS, BOMI is desirous of acquiring the Mark and all registrations thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.

3. ATC hereby expressly warrants that there has been no abandonment of the Mark from its date of first use to the date of this Assignment.

4. This Assignment shall be governed and interpreted in accordance with federal law and the laws of the State of Maryland.

ASSOCIATION TRADEMARK CORPORATION

By:

John H. Windsor Its President

BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL, INC.

By:

James C. Williams

Its President

WHEREAS, Building Owners and Managers Institute International, Inc., a
Pennsylvania not-for-profit corporation with its principal place of business at 1521 Ritchie
Highway, Arnold, Maryland 21012 ("BOMI"), and Building Owners and Managers Association
International, an Illinois not-for-profit corporation with its principal place of business at 1201
New York Avenue, N.W., Washington, D.C. 20005 ("BOMA"), jointly own Association
Trademark Corporation, a Missouri corporation ("ATC");

WHEREAS, ATC owns all rights in and to the SPP® mark (U.S. Registration No. 1,981,208, registered on June 18, 1996) (hereinafter referred to as the "Mark"); and WHEREAS, BOMI is desirous of acquiring the Mark and all registrations

thereof, pursuant to a letter of agreement between BOMI and BOMA dated February 14, 2000.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATC and BOMI agree as follows:

- 1. ATC assigns to BOMI all right, title, and interest in and to the Mark, together with the goodwill symbolized by the Mark.
- 2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to ATC of any of the rights granted to BOMI hereunder, and no such rights shall revert to ATC upon BOMI's failure to use the Mark in any given year. ATC expressly acknowledges that henceforth BOMI is the exclusive owner of the Mark and the goodwill it represents.
- 3. ATC hereby expressly warrants that there has been no abandonment of the Mark from its date of first use to the date of this Assignment.

This Assignment shall be governed and interpreted in accordance with

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RECORDED: 10/05/2000

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federal law and the laws of the State of Maryland.

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