

01-23-2001

FORM PTO-1594 (Rev. 6-93)

1.8.01



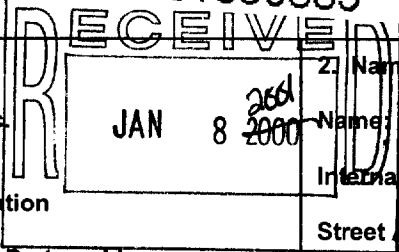
HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of thereof.

101590885

rd the attached original documents or copy



1. Name of conveying party(ies):

First Consulting Group, Inc.

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

Name: FCG Investments Company, Inc.

Internal Address: 111 West Ocean Blvd., 4th Floor

Street Address:

City: Long Beach State: CA ZIP 90802

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

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

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? Yes No

Execution Date: June 30, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,418,551; 2,036,970; 2,169,993

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Five Palo Alto Square

Street Address: 3000 El Camino Real

City: Palo Alto State: CA ZIP 94306-2155

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account No. 03-3118

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Nels D. Jacobson 1/3/01
Nels D. Jacobson January 3, 2001

Total number of pages including cover sheet, attachments, and document: 5

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

01/22/2001 DBYRNE 00000138 1418551

01 FC:481
02 FC:482

40.00 OP
50.00 OP

552407 v1/PA
B%8N01!.DOC

TRADEMARK
REEL: 002216 FRAME: 0862

TRADEMARK, COPYRIGHT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS TRADEMARK, COPYRIGHT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereafter the "Agreement") is made and entered into as of June 30, 1999 (the "Effective Date"), by and between First Consulting Group, Inc., a Delaware corporation, ("Assignor") and FCG Investments Company, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS Assignor is the owner of rights in and United States trademark registrations for the trademarks and/or servicemarks identified in Exhibit "A", attached hereto and made a part hereof (hereafter "Marks");

WHEREAS Assignor is the owner of all rights in and to the works identified in Exhibit "B", attached hereto and made a part hereof (hereafter "Works");

WHEREAS Assignor is the owner of other valuable intellectual property, trademark, service mark and trade secret protection, including any and all customer lists, licenses, trade secrets, and the right to claim priority copyright, and excluding the application to register FCG and Design, Application No. 75/298,152 currently pending with the United States Patent and Trademark Office ("Intellectual Property"); and

WHEREAS Assignee desires to acquire all right, title and interest in and to said Marks, Works and Intellectual Property from Assignor for valuable consideration as set forth below;

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby does assign and convey to Assignee all rights, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the Works and the Intellectual Property, including without limitation all copyrights, (including renewal rights), all exclusive rights in the copyright, and any trademarks, trade names, trade dress, trade secrets, patents, or any other proprietary or intellectual property rights therein, and any and all Moral Rights. As used herein, "Moral Rights" means any right to (a) divulge the Works to the public; (b) retract the Works from the public; (c) claim authorship of the Works; (d) object to any distortion, mutilation or other modification of the Works; or (e) any and all similar rights, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a moral right.

2. Assignee shall assume all control of and responsibility for the Marks, Works and Intellectual Property, including the filing of applications to protect such Intellectual Property, and the right to assert claims against others. Assignee shall assert such rights and make such claims and shall license the Marks, Works and Intellectual Property as hereinafter provided.

3. As of the Effective Date, Assignee shall license its right, title and interest to the Marks, Works and Intellectual Property to Assignor, pursuant to the Intellectual Property License attached hereto as Exhibit "C".

4. Assignee hereby granted to Assignor a non-exclusive, world-wide license to use the First Consulting Group and FCG names (the "Names") as transferred to Assignee pursuant to this Agreement (the "License"). The License herein granted is non-transferable and shall not be assigned or transferred by Assignor in any manner whatsoever. Assignor may not encumber or pledge the License in any manner or use it as security for any debt. Any and all goodwill generated by Assignor in connection with its use of the Names shall inure to the benefit of, accrue to and be owned by Assignee.

5. Assignor and Assignee hereby agree that ownership of all Intellectual Property hereinafter developed by Assignor (including derivative works and new versions of the Marks, Works and Intellectual Property) shall automatically be transferred to and owned by Assignee and shall be considered to be licensed pursuant to the Intellectual Property License attached hereto as Exhibit "C".

6. This Agreement shall be governed by and construed in accordance with federal laws as they apply to trademark and copyright matters and in accordance with the laws of the State of California.

7. This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior oral or written representations, conditions, warranties, understandings, proposals or agreements between the parties regarding the subject matter hereof.

8. No provision of this Agreement may be amended or waived except by a writing signed by both parties.

9. Any invalidity, in whole or in part, of one provision of this Agreement shall not affect the validity of any other provision of this Agreement.

10. Subject to the prohibitions against assignment contained herein, this Agreement shall inure to the benefit of and shall be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereby execute this Agreement effective as of the 30th day of June, 1999.

By and on behalf of

By and on behalf of

ASSIGNEE: FCG INVESTMENTS COMPANY, INC.

ASSIGNOR: FIRST CONSULTING GROUP, INC.

Thomas A. Reep

Luther J. Nussbaum

THOMAS A REEP, VICE PRESIDENT
Printed Name

LUTHER J. NUSSBAUM, CFO
Printed Name

EXHIBIT A

MARK	REGISTRATION No.
FCG	1,418,551
FIRST CONSULTING GROUP	2,036,970
KITE	2,169,993

410650 v1/PA
8S%Y011.DOC

4.

01/03/2001 WED 09:39 [TX/RX NO 7081] 005

TRADEMARK

RECORDED: 01/03/2001

REEL: 002216 FRAME: 0866