

01-29-2001

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

RECC



IEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the D

101596186

mark Office:

1. Name of conveying party (ies):

ASA International Ltd.

1-19-01

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

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

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

Name: ASA InterPro SmartTime LLC

Internal Address: \_\_\_\_\_

Street Address: 10 Speen Street

City: Framingham State: MA ZIP: 01701

- Individual(s) citizenship: \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Delaware limited liability corporation

If assignment is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) and addresses attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: August 1, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SMARTTIME	<u>1,903,442</u>
SMART RULES	<u>2,243,514</u>
SMART LINK	<u>2,290,060</u>

Additional numbers attached?  Yes  No

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

Name: Andrew P. Bridges/Linda G. Alvarez

Internal Address: \_\_\_\_\_

Wilson Sonsini Goodrich & Rosati

Professional Corporation

Street Address: 650 Page Mill Road

City: Palo Alto State: California ZIP: 94304

6. Total number of applications and registrations involved: ..... 3

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

- Enclosed
- Authorized to be charged to deposit account

If fee insufficient, please charge

8. Deposit account number:

23-2415 Attn.: 23434.900

(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.

Linda G. Alvarez

Name of Person Signing

Signature

1/16/01

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Director of the United States Patent and Trademark Office, Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT OF TRADEMARKS

**WHEREAS**, ASA International Ltd., a Delaware corporation, having its principal place of business at 10 Speen Street, Framingham, Massachusetts ("**Assignor**"), is the owner of the trademarks/service marks as listed on Schedule A attached hereto; and

**WHEREAS**, ASA InterPro SmartTime LLC, a Delaware limited liability corporation, having its principal place of business at 10 Speen Street, Framingham, Massachusetts ("**Assignee**"), is desirous of acquiring said trademarks/service marks together with the good will of the business with which said trademark/service marks are used and which are symbolized by said marks and any and all registrations and applications for registration of said marks;

**NOW, THEREFORE**, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has, subject to the penultimate paragraph hereof, assigned and by these presents, does hereby sell, transfer, convey and assign unto Assignee the entire right, title, and interest of Assignor in and to said marks, all registrations and all applications for registration of said marks, including without limitation the right to recover for past infringement of said marks, and the good will of the Assignor's SmartTime business in connection with which said marks are used and which are symbolized by said marks.

Assignor hereby covenants and represents that the execution, delivery and performance of this Trademark Assignment by Assignor has been duly and validly authorized by all necessary corporate action and this Trademark Assignment has been duly and validly executed and delivered by Assignor and constitutes a valid and legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms. The execution, delivery and performance of this Trademark Assignment does not conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation, or ruling of any court or governmental instrumentality, or the articles of incorporation, bylaws or resolutions of the Board of Directors of Assignor, or conflict with, constitute grounds for termination of or result in a breach of or constitute a default under any agreement, instrument, license or permit to which Assignor is or will be subject.

Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assignees, any facts known to Assignor respecting said marks, and at Assignee's sole expense testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said marks in all countries.

Assignor and Assignee agree that, notwithstanding any other provision of this Trademark Assignment, this Trademark Assignment shall be effective on and after August 1, 1999.

IN WITNESS WHEREOF, this Assignment of Trademarks is executed at Framingham, Massachusetts, this 1st day of August, 1999.

ASA INTERNATIONAL LTD.

By: *Alfred C. Angello*  
Name: *Alfred C. Angello*  
Title: *CEO*

**ATTEST:**

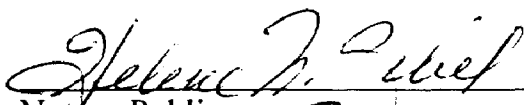
By: *Terrence C. McCarthy*  
Name: *Terrence C. McCarthy*  
Title: *VP & Treasurer*

CERTIFICATION

COMMONWEALTH OF )  
MASSACHUSETTS

) ss.  
COUNTY OF MIDDLESEX )

On this 1st day of August, 1999, before me, the undersigned, a Notary Public for Commonwealth of Massachusetts, personally appeared Alfred C. Angelone, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Chief Executive Officer of the corporation named therein, and acknowledged to me that he executed the same as his voluntary act on behalf of such corporation with authority to do so for the purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My Commission expires: April 24, 2003

**SCHEDULE A to Assignment of Trademarks**

Mark: SMARTTIME	Registration No.	1,903,442;	Serial # 74/433.715
Mark: SMART RULES	Registration No.	2,243,514	Serial # 75/301.030
Mark: SMART LINK	Registration No.	2,290,060	Serial # 75/516,205