



01-29-2001



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Patent Office

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Reel # Frame #
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Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- 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/AK/A/T/A

Composed of

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- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

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TRADEMARK
REEL: 002221 FRAME: 0754

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)

75576737

1871856
1891650
1960834
2186166
2294405

2322789
2353324

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.

James F. Donato

Name of Person Signing



Signature

1/5/2001

Date Signed

Assignment of Trademarks

This Assignment of Trademarks ("Assignment") is made as of this 17 day of December 2000, by Visual Insights Canada, Inc., a corporation organized under the laws of Ontario, Canada, with its principal place of business at Simcoe Place, Suite 2203, 200 Front Street West, Toronto, Ontario M5Z3K2 (hereinafter "Assignor").

WHEREAS, pursuant to that certain Sale/Purchase Agreement (the "SPA"), dated as of December 22, 1999, by and among Assignor, and Visual Insights, Inc., a corporation organized under the laws of the States of Delaware of the United States, with its principal place of business at 215 Shuman Blvd., Suite 200, Naperville, Illinois 60563 (hereinafter "Assignee"), Assignee purchased, among other things, certain trademarks, service marks and any applications or registrations filed by and/or issued to Assignor in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or other intellectual property offices (the "Marks"), listed on **Schedule A** hereto;

WHEREAS, the Marks listed on the attached **Schedule A** were among the assets Assignor assigned to Assignee, which assignment was without a formal trademark assignment document of a kind suitable for recording in the United States Patent and Trademark Office or in other trademark offices; and

WHEREAS, Assignee now desires a trademark assignment document suitable for recording in the United States Patent and Trademark Office and in other trademark offices with respect to the Marks.

NOW THEREFORE, in consideration of the promises and covenants contained herein and the mutual promises, covenants, warranties and representations contained in the SPA, the parties hereby agree as follows:

1. Assignments.

The Assignor hereby confirms the aforesaid assignment in fact and does hereby assign, transfer and convey, *nunc pro tunc*, as of December 22, 1999, and/or as of the time prior to the present when such assignment was in fact consummated, to Assignee, and its successors and assigns, all the Assignor's rights, title, and interest in and to the Marks, and in and to any registrations and renewals that may be granted thereon, together with the goodwill of the business connected therewith and the right to recover for past and future infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in its, the Assignee's, own name or its successors, assigns or other legal representatives' name.

2. Further Assurances.

The Assignor hereby agrees, upon the request, and at the expense of the Assignee, its successors, and assigns, to execute and deliver any and all papers, instruments and assignments, and to perform any other reasonable acts that Assignee may require in order

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to vest all Assignor's right, title an interest in and to the Marks in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Miscellaneous.

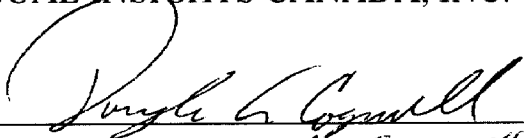
(a) This Assignment shall be governed by and construed in all respects in accordance with the laws of the State of Illinois without regard to its conflicts of law rules.

(b) Assignor and Assignee agree that this Assignment shall inure to the benefit of and be binding upon each of their respective agents, representatives, shareholders, officers, directors, employees, assigns, heirs, subsidiaries, parent companies, and predecessor or successor companies.

(c) This Assignment and the SPA constitute the entire agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter hereof. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained in this Assignment or separately agreed to in writing and signed by an authorized representative of each of the parties.

Assignor:

VISUAL INSIGHTS CANADA, INC.

By: 
Name: Douglas A. Cozwell
Title: President

SCHEDULE A**MARKS****Canada**

Mark	Registration No.	Registration Date
3DCUE	494,742	May 15, 1998
VIZBIZ	494,690	May 15, 1998
INFORMATION LANDSCAPE	504,355	November 19, 1998
VISIBLE DECISIONS & Design	506,865	January 19, 1999
SEIT	510,298	May 30, 1999

Canada

Mark	Application No.	Application Date
VDIN3D & Design	867,499	January 27, 1998

United States

Mark	Registration No.	Registration Date
VISIBLE DECISIONS	1,871,856	January 3, 1995
MARKET DISCOVERY	1,891,650	April 25, 1995
INFORMATION ANIMATION	1,960,834	March 5, 1996
VISIBLE DECISIONS	2,186,166	September 1, 1998
VISIBLE DECISIONS & Design	2,294,405	November 23, 1999
VIZBIZ	2,322,789	February 29, 2000
SEIT	2,353,324	May 30, 2000

United States

Mark	Application No.	Application Date
VISIBLE DECISIONS INC. VDIN3D & Design	75/576,737	October 22, 1998

Australia

Mark	Registration No.	Registration Date
VISIBLE DECISIONS	729,931	March 17, 1997

European Union

Mark	Registration No.	Registration Date
VISIBLE DECISIONS	484535	March 10, 1997