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

01-31-2001

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



101600033

RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License **JAN 23 2001**
- Nunc Pro Tunc Assignment
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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)

FOR OFFICE USE ONLY

01/31/2001 DBYRNE 00000085 2218271

01 FC:48 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
REEL: 002226 FRAME: 0328

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2218271"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Bryan P. Stanley
Name of Person Signing

Bryan P. Stanley
Signature

1/22/2001
Date Signed

TO: SPENCER FANE BRITT AND BROWNE, LLP
FROM: SLMSOFT.COM INC.
RE: APPOINTMENT OF DOMESTIC REPRESENTATIVE

SLMSoft.com Inc., a corporation incorporated pursuant to the Province of Ontario, hereby appoints Bryan P. Stanley of Spencer Fane Britt and Browne LLP as its Domestic Representative to record on SLMSoft.com Inc.'s behalf any and all documents relating to any Patents and/or Trademarks with the United States Patent and Trademark Office.

SLM SOFT.COM INC.

Per: 
Authorized Signing Officer

BUSINESS LAW\740073_1

TRADEMARK

REEL: 002226 FRAME: 0330

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made as of January 4, 2001, by and between SLMsoft.com, Inc., a Kansas corporation having its principal offices located at 15940 College Boulevard, Lenexa, Kansas 66219 (herein, "Assignor") and SLMsoft.com, Inc., a Canadian corporation having its principal offices located at 1 Yorkdale Road, Suite 600, Toronto, Ontario, M6A 3A1 (herein, "Assignee").

Assignor has adopted and used, and has continuously used, the mark listed below (herein, the "Mark") to identify various goods and services offered and sold by Assignor, including those reflected on the registration certificate whose number appears below. The said Mark reflects and symbolizes the considerable good will of the Assignor with respect to its business of selling and offering for sale the various goods and services identified by said Mark.

Assignor now desires to assign to Assignee all Assignor's right, title, and interest in and to the said Mark, together with all Assignor's good will associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment to Assignee:

1. **The Mark.** The Mark being assigned by Assignor to Assignee hereunder (together with all associated goodwill) is as identified below:

<u>Mark</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Reg. Date.</u>
MICROSOLV	75297041	2218271	January 19, 1999

2. **Assignment.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the said Mark and any and all rights to any registrations thereof or applications for registrations thereof which may now or hereafter exist, together with all of Assignor's good will associated therewith and symbolized thereby.

3. **Other Actions.** Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee clear title to the Mark and the rights transferred hereunder.

4. Additional Rights. In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office, and the United States Patent and Trademark Office is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR

By Dev Misir

Title: EVP

I, the undersigned, a Notary Public, certify that Dev Misir, having appeared before me and having been first duly sworn, executed the Trademark Assignment, on this 4th day of January, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires: Rebecca N. Uzowike

October 2, 2004

