

02-16-2001



U.S. Department of Commerce  
Patent and Trademark Office

101614319

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Canadian Institute of Chartered Accountants

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

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

2. Name and Address of receiving party(ies)

Name: CaseWare International Inc., an Ontario corporation, having a principal place of business at:

Address: 145 King Street East  
Toronto, Ontario Canada M5C 2Y8



3. Nature of conveyance:

9-6-01

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

Execution Date: September 19, 2000

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ontario
- Other \_\_\_\_\_

02-06-2001

U.S. Patent & TMOfc/TM Mail RcptDt. #58

If assignee 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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 2,423,582

Additional numbers attached?  Yes  No

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

William M. Borchard, Esq.  
Cowan, Liebowitz & Latman, P.C.  
1133 Avenue of the Americas  
New York, NY 10036-6799

6. Total number of applications and registrations involved:

One

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Any deficiency is authorized to be charged to  
Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

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

DO NOT USE THIS SPACE

40E

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.

*William M. Borchard*  
William M. Borchard

Signature

*February 5, 2001*  
February 5, 2001

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

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

02/15/2001 6TON11 00000118 2423582

01 FC:481

40.00 OP

BEM/BEM/24158/00/455652.1

TRADEMARK  
REEL: 002237 FRAME: 0133

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

William M. Borchard, Baila H. Celedonia, Arthur J. Greenbaum, David Goldberg, Mary L. Kevlin, Lynn S. Fruchter and all other attorneys of Cowan, Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, New York 10036-6799, are hereby appointed assignee's domestic representative upon whom notices or process in proceedings affecting this mark may be served.

CaseWare International Inc.

By: \_\_\_\_\_

  
Name: S. Wynton Semple  
Title: Solicitor

Dated: September 27, 2000

CANADA

PROVINCE OF ONTARIO

To Wit

**TO all whom these presents**

**May come, be seen or known**

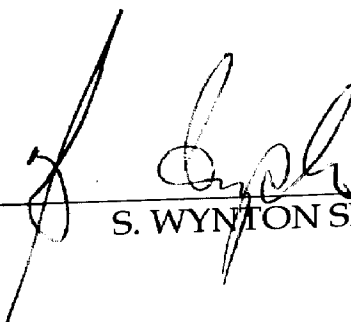
**I, S. Wynton Semple**

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto in said Province,

**DO CERTIFY AND ATTEST** that the paper-writing hereto annexed is a true copy of a document produced and shown to me by Terrence Burrell and purporting to be "Trademark Assignment, Application in the United States of America", executed on July 7, 2000 by The Canadian Institute of Chartered Accounts, per its Executive Vice President Nigel F. Byars and by CaseWare International Inc. per its Vice President Maureen Naughton, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

**IN TESTIMONY WHEREOF** I have hereto subscribed my name and affixed my Notarial Seal of Office at Toronto this 20<sup>th</sup> day of July, 2000.

SEAL

  
S. WYNTON SEMPLE

00jul19a.dr2.doc

**TRADEMARK**  
**REEL: 002237 FRAME: 0135**

TRADEMARK ASSIGNMENT

**APPLICATION IN THE UNITED STATES OF AMERICA**

WHEREAS:

1. **The Canadian Institute of Chartered Accountants**, a professional association, incorporated by Special Act of the Parliament of Canada, having its principal place of business at 277 Wellington Street Toronto, Ontario, Canada, M5V 3H2, hereinafter referred to as the "Assignor," has adopted and is using the trademark "IDEA" (the "Trademark") and is the owner of the pending application in the United States of America for the Trademark filed May 26, 1994 as serial number 74/530,121 (the "Pending Application"); and
2. It is the intent of the Assignor that all right, title and interest in the Pending Application are to be transferred hereby; and
3. **CaseWare International Inc.**, an Ontario corporation, having a principal place of business at 145 King Street East, Toronto, Ontario, Canada M5C 2Y8, hereinafter referred to as the "Assignee," is desirous of acquiring the entire right, title and interest in and to the Pending Application; and
4. Assignor must file a Statement of Use prior to assigning all right, title and interest in the Pending Application; and
5. Assignor has not yet filed a Statement of Use, and now may not file a Statement of Use until a Notice of Allowance has been issued by the United States Patent and Trademark Office;

NOW, THEREFORE, To All Whom It May Concern, Be It Known That

1. For and in consideration of good and valuable consideration, the receipt of which is acknowledged by Assignor this 7<sup>th</sup> day of July, 2000, Assignor hereby sells, transfers, conveys, and assigns to Assignee, as of the Assignment Date (as defined below), the entire right, title and interest in and to the Pending Application (the "Assignment");
2. Further Definitions.
  - (a) "Assignment Date" means the date on which the Assignment is deemed to take place;
  - (b) "Filing Date" means the date designated by the relevant authorities in the United States Patent and Trade Office to be the date that the Assignor files a Statement of Use for the Trade-mark in the Pending Application
3. Assignor and Assignee agree that the Assignment Date shall be the day following the Filing Date; and
4. Assignor hereby authorises and directs Assignee to enter the Assignment Date in the space provided below following the word "Dated", thereby deeming the herein agreement to have been made on the Assignment date, such entry of the Assignment Date to take place on or after the day following the Filing Date

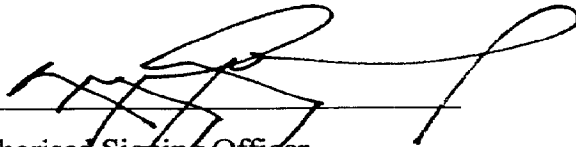
Dated September 19, 2000

IN WITNESS WHEREOF the parties hereto have executed this agreement by their proper officers duly authorised in that behalf as of the date first above written.

ASSIGNOR

The Canadian Institute of Chartered Accountants

Per:



Authorised Signing Officer

Name of Signing Officer:

Nigel F. Byrne

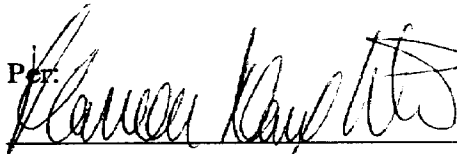
Position of Signing Officer:

Executive Vice President

ASSIGNEE

CaseWare International Inc.

Per:



Authorised Signing Officer

Name of Signing Officer:

LAUREN NAUGHTON

Position of Signing Officer:

VICE PRESIDENT