

05-30-2001



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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  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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

**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" value="76/092,341"/>	<input type="text" value="76/092,342"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="78/002,049"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/085,164"/>	<input type="text"/>	<input type="text"/>	<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.

Michael J. Smith, Esquire

Name of Person Signing

  
Signature

February 20, 2001  
Date Signed

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of December 31, 2000 ("Assignment Agreement"), by and FULLTILT SOLUTIONS, INC., a Pennsylvania corporation ("Assignor"), and FULLTILT ASSET MANAGEMENT COMPANY, a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks listed in Appendix A for which it owns federal trademark and service mark applications in the United States Patent and Trademark Office;

WHEREAS, Assignee is desirous of acquiring said trademarks and service marks and the applications thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in, to and under the intellectual property set forth on Schedule 1 hereto (the "Assigned Intellectual Property"), including, but not limited to, all inventions and invention rights covered thereby, all issues of letters patent and reissues, continuations, continuations-in-part, divisions and reexaminations of the letters patent already granted and which may be granted in all countries, all of the common law rights and registrations in all countries relating to the transferred marks and the goodwill symbolized thereby in all countries, and all rights to sue for and remedies and damages against past, present and future infringements thereof, in each case to the extent relating to the Intellectual Property (collectively, the "Assigned Intellectual Property"), to be held and enjoyed by Assignee and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

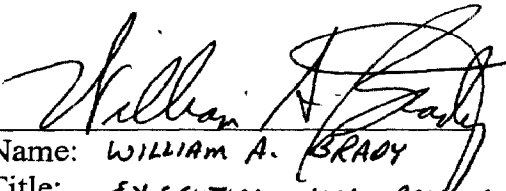
2. Further Assurances. Each of the parties hereto shall, and shall cause each of its affiliates to, from time to time, execute and deliver to the other party such additional instruments, assignments, documents, conveyances or assurances, including, without limitation, such patent assignments, trademark assignments, assignments of unpatented inventions and assignments of unregistered trademarks, in form and substance reasonably satisfactory to Assignor and Assignee, as shall be reasonably requested by Assignee, and take such other action as shall be reasonably necessary to confirm and consummate more effectively the transactions contemplated hereby. All costs associated with filing and recording such assignments and other documents shall be borne by Assignee.

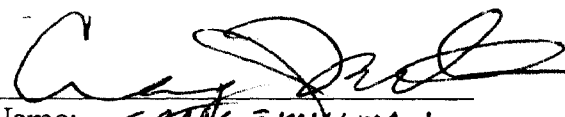
3. Governing Law. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be duly executed as of this 31<sup>st</sup> day of December, 2000.

FULLTILT SOLUTIONS, INC.

FULLTILT ASSET MANAGEMENT  
COMPANY

By:   
Name: WILLIAM A. BRADY  
Title: EXECUTIVE VICE-PRESIDENT

By:   
Name: CRAIG J. MILLMAN  
Title: V.P. & TREASURER

STATE OF )  
 ) ss.:  
COUNTY OF )

On the 27<sup>th</sup> day of December, 2000, before me personally came William A. Brady, to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice President of FullTilt Solutions, Inc., the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Stephanie J. O'Connor  
Notary Public

Notarial Seal  
Stephanie J. O'Connor, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires June 2, 2003  
Member, Pennsylvania Association of Notaries

STATE OF )  
 ) ss.:  
COUNTY OF )

On the 27<sup>th</sup> day of December, 2000, before me personally came Craig Millward, to me known, who, being by me duly sworn, did depose and say that he is the Vice President & Treasurer of FullTilt Asset Management Company, the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Stephanie J. O'Connor  
Notary Public

Notarial Seal  
Stephanie J. O'Connor, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires June 2, 2003  
Member, Pennsylvania Association of Notaries

**SCHEDULE 1**

**U.S. TRADEMARKS**

Mark	Number	Goods Description	Type
FULLTILT and Design	76/092,341	Software for customizing data in the field of business to business electronic commerce (Int. Cl. 9); Business consultation services in the field of business to business electronic commerce, namely strategic planning and business development and transformation services, and developing, customizing and implementing integrated solutions to electronic commerce problems for businesses (Int. Cl. 35); Installing, customizing and configuring computer software, technology, and related products for others in the field of business to business electronic commerce (Int. Cl. 42)	Application
FULL TILT	78/002,049	Software for customizing data in the field of business to business electronic commerce (Int. Cl. 9); Business consultation services in the field of business to business electronic commerce, namely, strategic planning and business development and transformation services, and developing, customizing, and implementing integrated solutions to electronic commerce problems for businesses (Int. Cl. 35); Installing, customizing and configuring computer software, technology, and related products for others in the field of business to business electronic commerce (Int. Cl. 42)	Application

Mark	Number	Goods Description	Type
INTELLIGENT ACCELERATION	76/085,164	Software for customizing data in the field of business to business electronic commerce (Int. Cl. 9); Business consultation services in the field of business to business electronic commerce, namely, strategic planning and business development and transformation services, and developing, customizing, and implementing integrated solutions to electronic commerce problems for businesses (Int. Cl. 35); Installing, customizing, and configuring computer software, technology, and related products for others in the field of business to business electronic commerce (Int. Cl. 42)	Application
MISCELLANEOUS DESIGN	76/092,342	Software for customizing data in the field of business to business electronic commerce(Int. Cl. 9); Business consultation services in the field of business to business electronic commerce, namely, strategic planning and business development and transformation services, and developing, customizing, and implementing integrated solutions to electronic commerce problems for businesses (Int. Cl. 35); Installing, customizing, and configuring computer software, technology, and related products for others in the field of business to business electronic commerce (Int. Cl. 42)	Application

U.S. PATENTS

Application Date	Application Number	Title of Patent
Unfiled	Unfiled	Method and System for the Automatic Importation of Data

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