

05-07-2001

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



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

101705737
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents(s) or copy(ies).

Submission Type

New 4-20-01

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
Effective Date
Month Day Year

Merger

Change of Name

Other

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.)

05/04/2001 DBYRNE 00000039 2338434

FOR OFFICE USE ONLY

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01 FC:481 40.00 DP
02 FC:488 25.00 DP

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: 002288 FRAME: 0504

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

860-275-8200

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)

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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: #

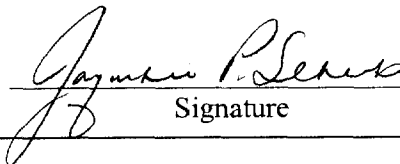
Authorization to charge additional fees: Yes No

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.

Jacqueline P. Scheib

Name of Person Signing



Signature

April 19, 2001

Date Signed

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") dated as of December 29, 2000, from **Conning & Company**, a Connecticut corporation ("Seller"), to **IntelliStance LLC**, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement of even date hereof (the "Purchase Agreement") and which is incorporated herein by reference, pursuant to which Seller is selling certain of Seller's assets to Buyer. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Seller hereby grants, sells, conveys, transfers, assigns and delivers to Buyer, and Buyer accepts from Seller, all of the right, title and interest that Seller possesses and has the right to transfer in and to all of the assets listed on Schedule A attached hereto and made a part hereof (collectively, the "Purchased Assets") together with any and all goodwill associated therewith and free and clear of all liens, encumbrances, restrictions, security agreements or mortgages of any kind.

2. Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of Seller set forth in the Purchase Agreement. This Bill of Sale is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

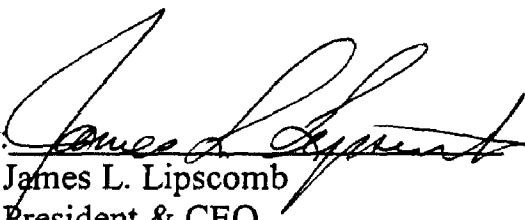
3. This Bill of Sale shall be binding upon Seller, its successors and assigns and shall inure to the benefit of Buyer, its successors and assigns.

4. At any time and from time to time after the date hereof, at the reasonable request of Buyer and without further consideration, Seller shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as the Buyer may reasonably request to more effectively transfer, convey and assign to the Buyer, and to confirm the Buyer's title to, all of the Purchased Assets.

5. This Bill of Sale shall be governed by, construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered on the date first above written.

CONNING & COMPANY

By: 
James L. Lipscomb
President & CEO

Schedule A

Purchased Assets

- Please see Schedule 2.1 of Asset Purchase Agreement

Commissioner of Patents and Trademarks

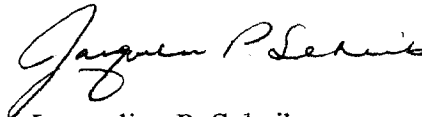
April 19, 2001

Page 2

I also enclose a self-addressed, stamped postcard and ask that you date-stamp it and return it to me.

Please call me if you have any questions regarding this filing. Thank you very much.

Sincerely yours,



Jacqueline P. Scheib

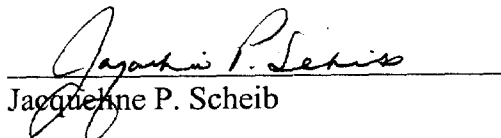
JPS/pr

Enclosures

cc: Wayne F. Buck (w/o encl.)

Certificate of Mailing

I, Jacqueline P. Scheib, do hereby certify that the foregoing identified documents are being deposited with the United States Postal Service as Express Mail postage prepaid, in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231-3513.


Jacqueline P. Scheib

ET032709365US
Express Mail Label Number

April 19, 2001
Date of Deposit