

5-2407

05-31-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101734603

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

1. Name of conveying party(ies): ME Licensing Corporation
Individual(s) Association General Partnership Limited Partnership Corporation-State of Florida Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Thomson Financial Inc. Internal Address: Street Address: 22 Thomson Place City: Boston State: MA Zip: 02210
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of New York Other
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/532794 75/656408 75/406148 75/709942
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,613,646 1,649,037
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paula Upson Internal Address: The Thomson Corporation Street Address: 1 Station Place City: Stamford State: CT Zip: 06902

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41): \$ 165 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 20-0866
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Paula K. Upson Signature Date 5/21/01

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/30/2001 001100 00000139 200866 75532794
01 04:481 01.00 CH
02 51:482 02.00 CH

TRADEMARK REEL: 002306 FRAME: 0173

AGREEMENT OF ASSIGNMENT

This AGREEMENT OF ASSIGNMENT is dated April 26, 2001 and is by and between:

ME Licensing Corporation (hereinafter "MELC"), a corporation organized and existing under the laws of the State of Florida, having its principal office at 650 Naamans Road, Claymont, Delaware 19703; and

Thomson Financial Inc. (hereinafter "TFI"), a corporation organized and existing under the laws of the State of New York, having its principal office at 22 Thomson Place, Boston, Massachusetts 02210.

WHEREAS, MELC has used and/or is using in its business certain marks listed on Schedule A attached hereto; and

WHEREAS, TFI is desirous of acquiring all of the right, title and interest which MELC has acquired and has developed in said marks throughout the world;

WHEREAS, MELC is desirous of assigning all of its right, title and interest in the marks to TFI and relinquishing to TFI all rights and obligations incidental thereto;

NOW, THEREFORE, for good and valuable consideration, as hereinafter set forth, the parties agree as follows:

1. Definitions:

The "Trademarks" mean the marks shown in Schedule A hereto.

2. Assignment of Trademarks:

MELC assigns to TFI:

- (a) the Trademarks;

- (b) all issued trademark registrations for the Trademarks and all pending applications to register the Trademarks in the United States and throughout the world, and all trademark registrations deriving from said applications if any;
- (c) all claims and proceeds relating to the Trademarks, including, without limitation, any claims by MELC against third parties for past infringement of the Trademarks or injury to the goodwill of the business symbolized by the Trademarks.

3. Consideration:

In consideration for the assignment and other transfers contained herein, TFI shall, upon execution of all required documents by MELC, pay to MELC the sum of \$30,000,000.

4. Representations and Warranties of MELC:

MELC represents and warrants to TFI as follows:

(a) Title to Trademarks. MELC owns beneficially and of record, free and clear of any lien or other encumbrance, the Trademarks, and, upon execution of this Agreement of Assignment, TFI will acquire good, valid and marketable beneficial ownership of the Trademarks and Trade Names, free and clear of any lien or other encumbrance of any kind.

(b) Authority to Execute and Perform Agreement. MELC has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully MELC's obligations hereunder, and this Agreement, upon execution and delivery by MELC, will be duly executed and delivered by MELC and (assuming due execution and delivery by TFI) will be the valid and binding obligation of MELC enforceable against MELC in accordance with its terms.

(c) No Infringement or Claims. To MELC's knowledge, the rights of MELC in the Trademarks do not infringe the rights of others and are not being infringed by others, and MELC has no notice of any adversely held trademark, service mark, trade name or domain name of any other person or notice of any claim of any other person relating to the Trademarks or Trade Names and does not know of any basis for any such claim.

5. Representations and Warranties of TFI:

TFI represents and warrants to MELC as follows:

(a) Authority to Execute and Perform Agreement. TFI has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement, upon execution and delivery by TFI, will be duly executed and delivered by TFI and (assuming due execution and delivery by MELC) will be the valid and binding obligation of TFI enforceable against TFI in accordance with its terms.

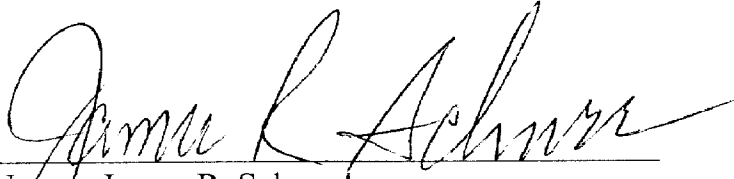
6. Registration and Further Assurances:

The parties hereto shall execute all instruments and do all acts and otherwise use its best efforts to effectuate the purpose of this Agreement and to procure the acceptance of all applications for and registrations of the Trademarks and the registration of TFI as the registered owner thereof. The parties will bear their respective costs and expenses in effectuating the provisions of this paragraph.


7. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

ME LICENSING CORPORATION

By: 
Name: James R. Schurr
Title: President

THOMSON FINANCIAL INC.

By: 
Name: Edward A. Friedland
Title: Vice President

F:\TIC\DATA\LEGAL\TM-Assignment Doc\idd.doc7-20

SCHEDULE A

ALERT

ITM

ITM Logo

SCHEDULE A

TrademarkName	Status	AppINumber	RegNumber	RegDate	CountryName
ALERT	Pending	862274			Australia
ALERT	Pending	742			Hong Kong
ALERT	Pending	741			Hong Kong
ALERT	Pending	718718			Indonesia
ALERT	Pending	718718			Indonesia

ALERT	Pending	2001159	Korea, South
ALERT	Pending	420010000151	Philippines
ALERT	Pending	90000600	Taiwan
ALERT	Pending	444836	Thailand
ALERT	Registered	74004019	United States of America
ALERT	Registered	74004005	United States of America

ANALYTICADVANTAGE	Abandoned	75532794	United States of Am
AUTOMATCH	Pending	862275	Australia
AUTOMATCH	Pending	740	Hong Kong
AUTOMATCH	Pending	739	Hong Kong
AUTOMATCH	Pending	700700	Indonesia
AUTOMATCH	Pending	700700	Indonesia

AUTOMATCH	Pending	2001161	Korea, South
AUTOMATCH	Pending	630475	New Zealand
AUTOMATCH	Pending	420010000150	Philippines
AUTOMATCH	Pending	90000602	Taiwan
INTELLIGENT TRADE MANAGEMENT	Abandoned	75406148	United States of America
INTELLIGENT TRADE MANAGEMENT	Abandoned	75656408	United States of America
INTELLIGENT TRADE MANAGEMENT	Pending	75709942	United States of America
MARKETMATCH	Pending	738	Hong Kong

MARKETMATCH	Pending	737	Hong Kong
MARKETMATCH	Pending	701701	Indonesia
MARKETMATCH	Pending	701701	Indonesia
MARKETMATCH	Pending	2001162	Korea, South
MARKETMATCH	Pending	630476	New Zealand
MARKETMATCH	Pending	420010000159	Philippines
MARKETMATCH	Pending	90000603	Taiwan

MARKETWATCH	Pending	862272	Australia
OASYS	Pending	862273	Australia
OASYS	Pending	736	Hong Kong
OASYS	Pending	735	Hong Kong
OASYS	Pending	702702	Indonesia
OASYS	Pending	702702	Indonesia

OASYS	Pending	2001160	Korea, South
OASYS	Pending	630474	New Zealand
OASYS	Pending	420010000158	Philippines
OASYS	Pending	90000601	Taiwan
OASYS	Pending	444837	Thailand