

06-04-2001

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Docket No.:

40010-10069



Tab settings

To the Honorable Commissioner of Patents

101736811

attached original documents or copy thereof.

1. Name of conveying party(ies):

SPSS Inc.

5-29-01

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Ilumitek Inc.

Internal Address: _____

Street Address: 13873 Park Center Road, Suite 230

City: Herndon State: VA ZIP: 20171

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: April 20, 2001

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

A. Trademark Application No.(s)

76/072,389

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Patent and Trademark Docket Clerk

Internal Address: RYNDAK & SURI

Street Address: 30 N. LaSalle Street, Suite 2630

City: Chicago State: IL ZIP: 60602

6. Total number of applications and registrations involved:.....

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0503

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.

James D. Ryndak

Name of Person Signing

Signature

May 24, 2001

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of April 20, 2001 (the "Effective Date") by and between SPSS Inc. ("Assignor"), a Delaware corporation, and Illumitek Inc., a Delaware corporation ("Assignee"):

W I T N E S S E T H:

WHEREAS, Assignor filed a trademark application (the "Application") for the mark nVIZn (the "Trademark") as set forth in Exhibit A;

WHEREAS, Assignor and Assignee are parties to that certain agreement entitled "Patent Sale Agreement" effective as of March 30, 2001, wherein Assignor agreed to sell and assign certain patent rights to Assignee and wherein Assignor purported to sell and assign certain trademark rights and all rights in the business relating to those patent and trademark rights to Assignee;

WHEREAS, Assignor and Assignee are parties to that certain assignment entitled "Assignment" dated March 30, 2001, wherein Assignor sold and assigned all of its right, title and interest in a certain patent application to Assignee; and

WHEREAS, Assignor and Assignee desire to clarify the Patent Sale Agreement with respect to the assignment of the Application and the Trademark to make clear that Assignor intended to and did transfer to Assignee all its rights, title and interest in the Trademark, the Application, the good-will associated with the Trademark, and the business of Assignor that pertained to the Trademark and the Application, by virtue of Assignor's assignment to Assignee of all of Assignor's right, title and interest in and to the patent application in the Patent Sale Agreement and the March 30, 2001 Assignment, as that patent application constituted the business of Assignor to which the Trademark pertained.

1. Consideration/Grant of Rights to Trademark. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor hereby confirms and clarifies that it granted, conveyed, transferred, alienated and assigned, *nunc pro tunc* as of March 30, 2001, to Assignee, for and throughout the world, Assignor's rights, title and interest (legal, equitable, use and otherwise) in and to any and all: (i) the right to file, prosecute and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iv) all good-will associated with the Trademark; and (v) the business of Assignor to which the Trademark pertained.

2. Further Instruments. Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Trademark as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to

give notice or evidence of Assignee's exclusive rights to the Trademark and all claims or rights thereunder.

3. No Retained Rights. Assignor's assignment of the Trademark to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademark, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Trademark. Assignor acknowledges and agrees that the Trademark constitutes the sole and exclusive property of Assignee.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and on Assignor and its successors.

5. Conflict. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

6. Complete Understanding; Amendment. This Assignment clarifies and supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Assignment. This Assignment constitutes the complete understanding between the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.


7. Applicable Law. The laws of the State of Illinois shall govern all aspects of this Assignment. The parties shall submit all disputes which arise under this Assignment to the state or federal courts located in Chicago, Illinois for resolution.

8. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment in favor of Assignee as of the 10 day of April, 2001.

SPSS INC.

By: 
Title: EVP - CFO

ILLUMITEK INC.


By: 
Title: President & CEO

EXHIBIT A

United States Trademark Registration and Applications

<u>Mark</u>	<u>Date of Application</u>	<u>Application No.</u>
nVIZn	June 16, 2000	76/072,389