

09-04-2001

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



101832103

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

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

1. Name of conveying party(ies): 8-27-01
Digicontract, Inc.
 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: Datcert, Inc.
Internal
Address: Suite 310
Street Address: 3100 Timmons
City: Houston State: Texas Zip: 77027
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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: August 10, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/920,035
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John P. Courtney
Internal Address: ANDREWS & KURTH L.L.P.
SUITE 4200
Street Address: 600 TRAVIS STREET
City: HOUSTON State: TEXAS Zip: 77002

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:
01-1945
(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.
JOHN P. COURTNEY
Name of Person Signing Signature 8/27/01 Date
Total number of pages including cover sheet, attachments, and document: 6

08/31/2001 DBYRNE 00000136 011943 75920033

01 FC:481 40.00 CH

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

TRADEMARK AND NAME ASSIGNMENT

THIS TRADEMARK AND NAME ASSIGNMENT, made as of the 10 day of August, 2001, from DIGICONTRACT, INC., a Texas corporation ("Assignor") to DATACERT, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of (i) the common law trademarks, service marks, and tradenames and (ii) the trademark and/or service mark registrations and/or applications identified on Schedule A attached hereto (collectively, the "Marks");

WHEREAS, Assignee is desirous of acquiring the Marks;

WHEREAS, this Assignment is being entered into pursuant to the Asset Purchase Agreement, dated as of July 2, 2001, by and between the Assignor and Assignee (as it may be amended, supplemented or restated from time to time); and

WHEREAS, Assignee is acquiring from Assignor that portion of the business to which the Trademarks pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to prosecute any applications to register such Marks and to renew any trademark registrations which shall issue from any such applications, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations or applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Trademark and Name Assignment.

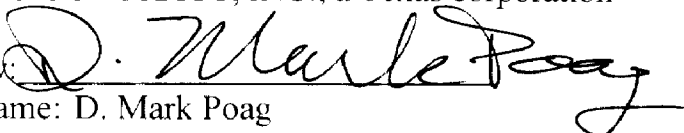
Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at its expense, communicate to Assignee any facts relating to the Marks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has caused this Trademark and Name Assignment to be executed by its proper officer thereunto duly authorized, as of this 10th day of August 2001.

ASSIGNOR:

DIGICONTRACT, INC., a Texas corporation

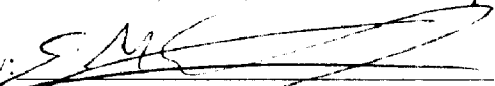
By: 

Name: D. Mark Poag

Title: President and CEO

ASSIGNEE:

DATA CERT, INC., a Delaware corporation

By: 

Name: Eric M. Elfman

Title: President and CEO

SCHEDULE A

DIGICONTRACT

United States Patent and Trademark Serial Number 75/920,035

STATE OF TEXAS }

} ss:

COUNTY OF HARRIS }

Before me, the undersigned, a Notary Public of the State of Texas, personally appeared D. MARK POAG, and having been sworn by me according to law did depose and say he/she was the PRESIDENT & CEO of DIGICONTRACT, INC., a Texas corporation (the "Company") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Company.

WITNESS my hand and notarial seal this 10 day of August, 2001.

