

09-11-2001

U.S. DEPARTMENT OF COMMERCE

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COVER SHEET  
ONLY

Patent and Trademark Office  
Docket No. 021514.2050SS

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

<p>1. Name of Conveying party(ies): Supply Chain Solutions, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation Georgia      <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: NonStop Solutions, Inc.  Street Address: 235 Montgomery Street  13th Floor  San Francisco, CA 94104    802-7</p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input checked="" type="checkbox"/> Corporation-State: California  <input type="checkbox"/> Other: _____</p> <p>Additional name(s) &amp; address(es) attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: August 29, 2001</p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)      B. Registration No.(s) 2,176,283</p> <p>Additional numbers attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Rochelle D. Alpert, Esq.  Brobeck, Phleger &amp; Harrison LLP  Spear Street Tower  One Market  San Francisco, CA 94105</p>	<p>6. Total number of applications and trademark registrations involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket: 021514.2050</p> <p>8. Deposit account number: <b>02-3950</b></p>

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

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.

Name: Rochelle D. Alpert

*Rochelle D. Alpert*  
Signature

*Sept 4, 2001*  
Date

Total number of pages comprising cover sheet, attachment and document: 2

09/10/2001 DBYRME 00000282 2176283 Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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TRADEMARK ASSIGNMENT AGREEMENT

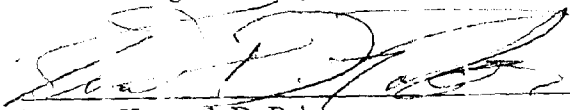
WHEREAS, Supply Chain Solutions, Inc., a Georgia corporation ("Assignor"), has adopted, used, and is using the mark SCORE for computer software for inventory management systems and related services (hereinafter "Mark") and the Mark is registered in the United States Patent and Trademark Office under U.S. Registration No. 2,176,283; and

WHEREAS, NonStop Solutions, Inc., a California corporation located and doing business at 235 Montgomery Street, 13th Floor, San Francisco, California ("Assignee") is desirous of acquiring said Mark and any and all registrations thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee all its right, title and interest in and to said Mark, whether common law or statutory, together with the goodwill of the business symbolized by the Mark, and the above identified registration. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Mark and to bring any proceeding in the United States Patent and Trade mark Office or any equivalent applicable agency in any other country for cancellation or opposition or other proceeding in connection with said Mark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Mark in Assignee, or Assignee's successors and assigns.

Assignor hereby executes this document on the date indicated below.

By:   
Name: Kenneth D. Palmer

Date: 8/27/01

Title: Chairman & Secretary