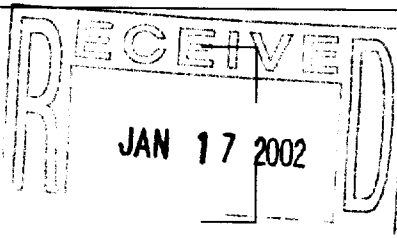


01-29-2002



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CORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

New 1-17-02

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

Merger Effective Date
Month Day Year

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.)

01/28/2002 DBYRNE 00000224 1954659

FOR OFFICE USE ONLY

01 FC:481 40.00 DP

Public burden reporting for this collection of information is 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. 20503

REEL: 002432 FRAME: 0039

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

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) | | |
|---------------------------------|----------------------|----------------------|--|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1,954,659"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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.

Name of Person Signing Signature Date Signed

AGREEMENT

Agreement made as of this 4 day of December, 2001 by and between JOVE, LLC. ("JOVE"), a Rhode Island corporation having a place of business at 855 Waterman Avenue, East Providence, Rhode Island and SCOUTWEST, INC. ("SCOUTWEST"), a Colorado corporation having a place of business at 17860 Grama Ridge, Colorado Springs, Colorado 80908.

WITNESSETH

WHEREAS, JOVE is the owner of the trademark STANDARD TIME for use in connection with a computer program for use in time and attendance record keeping (hereinafter the "Mark") and is the owner of U.S. Trademark Registration No. 1,954,659 dated February 6, 1996 covering the Mark;

WHEREAS, SCOUTWEST has adopted and used the trademark STANDARD TIME in connection with software for tracking time spent on projects;

WHEREAS, JOVE has objected to the use of the Mark STANDARD TIME by SCOUTWEST; and

WHEREAS, the parties are desirous of settling their differences;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. **Assignment.** Upon receipt of the complete consideration set forth in paragraph 2, JOVE shall assign all of its right, title and interest in and to the Trademark STANDARD TIME, together with U.S. Registration No. 1,954,659 of the Mark, the goodwill of the business connected with the use of and symbolized by that Mark, and the right to sue and collect damages for past infringements of the Mark by third parties, by delivering to SCOUTWEST a duly executed Assignment in form attached as Exhibit "A" hereto.

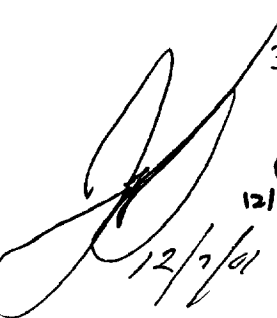
2. **Consideration.** As complete consideration for the Assignment, SCOUTWEST shall pay to JOVE the sum of \$6,000.00 simultaneously with the execution of this Agreement, and shall pay to JOVE the additional sum of \$1,500.00 within three (3) months of the date of execution of this Agreement.

3. **Grant of License.** Notwithstanding the provisions of paragraph 1 hereof, JOVE retains the exclusive royalty-free right to use the Mark in connection with existing ~~and future~~ computer programs for use in time and attendance record keeping, and SCOUTWEST grants such a license subject to the terms and conditions contained in this Agreement.

4. **Ownership and Use of Mark.** JOVE acknowledges that pursuant to the assignment as per Paragraph 1 above, SCOUTWEST is the sole owner of the Mark and that JOVE will do nothing inconsistent with SCOUTWEST's ownership. JOVE's sole authority to use the Mark is derived from this License, and nothing in this License shall give it any right, title or interest in the Mark other than the right to use the Mark in accordance with the License.

5. **Validity of Mark.** JOVE agrees that it will not directly or indirectly, either during or after the term of this Agreement, contest or deny, or assist any other entity in contesting or denying, the validity of the Mark or the title of SCOUTWEST thereto, and will not in any way interfere with, or assist any other entity in interfering with, SCOUTWEST's use and registration thereof.

6. **Quality Standard.** JOVE agrees that the nature and quality of all goods sold by JOVE under this License shall conform to the standards set by and be under the control of SCOUTWEST provided, however, that it is agreed that the level of quality of JOVE computer programs hereinbefore sold under the Mark shall be considered


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12/7/01

as acceptable quality.

7. **Term.** This License shall remain in effect for so long as JOVE sells Licensed Products that meet the terms and conditions of this Agreement. SCOUTWEST shall not be entitled to unilaterally terminate this License at any time, unless there has been a breach by JOVE which has not been remedied, as hereinafter set forth.
8. **Termination**
 - (a) SCOUTWEST shall have the right to terminate this License upon thirty (30) days' written notice to JOVE in the event of any breach of the terms of this Agreement by JOVE and if JOVE fails to remedy such breach within that time.
 - (b) JOVE may terminate this License at any time upon sixty (60) days' prior written notice to SCOUTWEST. JOVE agrees that if it unilaterally terminates the Agreement pursuant to this provision, it will cease and desist from further manufacture, sale or distribution of computer products embodying the Mark, and will destroy all printed materials illustrating the Mark.
9. **Effect of Termination.** Upon termination of this License for any reason, JOVE acknowledges that all right, title and interest in the Mark, and all good will associated therewith, shall remain the property of SCOUTWEST.
10. **General Provisions.**
 - (a) This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between JOVE and SCOUTWEST.
 - (b) This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof, and the parties hereto have made no agreements, representations or warranties relating to the subject herein. No supplement, modification, waiver or termination of this Agreement shall be valid unless

made in writing and signed by all parties hereto.

- (c) If any provision or term of this Agreement or any part thereof shall become or be declared illegal or unenforceable for any reason whatsoever, such term or provision shall be divisible from this Agreement, and shall be deemed to be deleted from this Agreement; provided, however, that, if such deletions substantially affect or alter the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.
- (d) No delay or omission by the parties hereto in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given on any one occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. Notwithstanding the foregoing, it is agreed and understood that this License to JOVE is non-transferable except to a successor of its entire business.

12. **Miscellaneous Provisions.**

- (a) SCOUTWEST agrees to pay for all legal expenses associated with the present Agreement and the attached Assignment.
- (b) SCOUTWEST agrees to defend and hold JOVE harmless from any legal claims or action hereafter brought against JOVE based on SCOUTWEST'S use of the Mark.
- (c) In connection with the Mark, SCOUTWEST agrees to bear all costs related to the preparation and filing of the Declaration of Use having a final due date of February 6, 2002, including those related to any grace period.

13. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

JOVE, LLC.

SCOUTWEST, INC.

By: 

John J. Volatile, President, Jove, LLC.

By: 

Raymond I. White, President, Scoutwest, Inc.

EXHIBIT "A"

TRADEMARK ASSIGNMENT

WHEREAS, JOVE, LLC., a Rhode Island corporation, located and doing business at 855 Waterman Avenue, East Providence, RI 02914 (hereinafter "ASSIGNOR") is the sole and exclusive owner of the below-listed trademark which is registered in the United States Patent and Trademark Office (hereinafter the MARK):

Reg. No.

1,954,659

Dated Mark

Feb. 6, 1996 STANDARD TIME

WHEREAS, SCOUTWEST INC., located and doing business at 17860 Grama Ridge, Colorado Springs, Colorado 80908 (hereinafter "ASSIGNEE") is desirous of acquiring the MARK and the registration thereof;

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does sell, assign, transfer and set over unto ASSIGNEE the entire right, title and interest in, to and under the MARK and the registration therefor, together with the good will of the business in connection with which the MARK is used.

IN TESTIMONY WHEREOF, ASSIGNOR has caused these presents to be signed by its duly authorized officer thereof, this 7th day of December, 2001.

JOVE, LLC.

By: _____

John Volatile, President, Jove, LLC

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