

1.23.00

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02-05-2002

Our Ref.: 054795-0001



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

101971589

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

The Witan Group, Inc.  
a New York Corporation

Additional name(s) of conveying party(ies) attached?  
Yes  No

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

Kinexus Corporation  
a Delaware corporation

Street Address:  
18500 Edison Avenue  
Chesterfield, MO 63005

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Effective Date: June 30, 2000  
Execution Date: June 30, 2000

Domestic Representative designation attached?  Yes  No

Additional name(s) & address(es) attached?  
Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,231,517

Additional numbers attached:  Yes  No

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

Name: Stephen W. Feingold

Internal Address: Morgan, Lewis & Bockius LLP  
Attn: TMSU

02/06/2002 GT0M11 00000079 2231517

01 FC:481

40.00

Street Address: 1800 M Street, N.W.  
City: Washington State: DC Zip: 20036

6. Total number of applications and trademarks involved: 1

7. Total fee (37 C.F.R. §3.41): 40.00

Enclosed  
Authorized to be charged to deposit account 13-4520  
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

8. Deposit account number: 13-4520  
Attach duplicate of page if paying by deposit account

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.

Elise S. Guadalupe  
Name of Person Signing

January 23, 2002  
Date

Total number of pages including cover sheet, attachments and documents: 4

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment"), dated as of June 30, 2000, is made by The Witan Group, L.L.C. ("Assignor"), in favor of Kinexus Corporation (the "Assignee") (Assignor and Assignee may collectively be referred to as the "Parties").

WHEREAS, Assignor owns all right, title and interest in and to the Intellectual Property Assets, including, but not limited to, the Trademark listed in Schedule A attached hereto, all registrations and applications for registration therefor, the goodwill symbolized by the Intellectual Property Assets, the inventions covered thereby, and the technology that is the subject thereof in the U.S. and foreign countries;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property Assets; and

WHEREAS, this Assignment is in addition to, and in no manner shall limit, the terms or provisions of any other assignment by Assignor of the Intellectual Property Assets to Assignee pursuant to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms.

"Intellectual Property Rights" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures ("Patents"); (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world ("Copyrights"); (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) mask works, mask work registrations and applications therefor, and all other rights corresponding thereto throughout the world ("Mask Works"); (vi) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, trade dress, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world ("Trademarks"); and (vii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world

2. Assignment of the Intellectual Property Assets. Assignor hereby assigns to Assignee, its successors and its assigns, forever, such Assignor's entire right, title and interest in

and to the Intellectual Property Rights, including, but not limited to, the Trademarks listed in Schedule A attached hereto, along with their associated goodwill and the business relating thereto.

3. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized officer of each party hereto <sup>effective</sup> as of the date first above written.

THE WITAN GROUP, L.L.C.

By: B. Douglas Morriss  
Name: B. Douglas Morriss  
Title: Managing Member of Witan  
Management Co., LLC,  
Manager of The Witan Group, LLC

ACCEPTED:

KINEXUS CORPORATION

By: B. Douglas Morriss  
Name: B. Douglas Morriss  
Title: Chairman of the Board

SCHEDULE A

Trademark

Registration Date

Registration No.

W CO. (stylized plus design)

March 16, 1999

2,231,517