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

101987996

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

1. Name of conveying party(ies):
Joseph R. Ruliston
1166 Clover Street
Rochester, New York 14610
2/1/02
 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)
Fleet Boston Financial Corporation
Name: _____
Internal Address: _____
Street Address: **100 Federal Street**
City: **Boston** State: **MA** Zip: **02110**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Rhode Island**
 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: **nunc pro tunc as of**
October 2, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/245,391
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
FEB - 1 2002

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Deborah L. Benson**
Internal Address: **Hinckley, Allen & Snyder LLP**
Street Address: **28 State Street**
City: **Boston** State: **MA** Zip: **02109**

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
500485
(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.

Deborah L. Benson
Name of Person Signing

[Signature]
Signature

Jan 4, 2002
Date

Total number of pages including cover sheet, attachments, and document:

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

02/19/2002 6TON11 00000088 500485 76245391

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TRADEMARK
REEL: 002445 FRAME: 0539

TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment is dated and effective as of October 2, 2001.

WHEREAS, Joseph R. Rulison, a natural person with a place of residence at 1166 Clover Street, Rochester, New York, 14610, (hereinafter referred to as "ASSIGNOR"), has adopted, has used, is using and is the owner of the trademark set forth as MUNIFLOW (hereinafter the "TRADEMARK"), which is applied for in the United States Patent and Trademark Office as follows:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
76/245391	April 24, 2001	MUNIFLOW

WHEREAS, FleetBoston Financial Corporation, a Rhode Island corporation, of 100 Federal Street, Boston, Massachusetts, 02110, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the TRADEMARK.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to the TRADEMARK including without limitation the application therefore, pending in the U.S. Patent and Trademark Office or elsewhere, together with the goodwill of the business symbolized by the TRADEMARK, as well as any cause of action ASSIGNOR may have for infringement of the TRADEMARK as of the effective date of this Assignment.

ASSIGNOR covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNOR will, upon ASSIGNEE's request, promptly execute and deliver to ASSIGNEE or its legal representative, any and all papers or instruments required to maintain and enforce the TRADEMARK which may be necessary or desirable to carry out the purposes hereof.

