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3/1/2

03-07-2002



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Docket No.:

2008/203, et al.

Tab settings

To the Honorable Commissioner of Pat

attached original documents or copy thereof.

1. Name of conveying party(ies):

Monitor Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State Massachusetts
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: Monitor Company Gr

Internal Address: _____

Street Address: Two Canal P

03-01-2002

U.S. Patent & TMOtc/TM Mail Ropt Dt. #26

City: Cambridge

State: MA ZIP: 02141

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 1, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See attached
Appendix

B. Trademark Registration No.(s)

See attached
Appendix

Additional numbers Yes No

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

Name: Nicole Zawarski, Esq.

Internal Address: Bromberg & Sunstein LLP

Street Address: 125 Summer Street

City: Boston

State: MA ZIP: 02110

6. Total number of applications and registrations involved:.....

22

7. Total fee (37 CFR 3.41):.....\$ \$565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03/06/2002 TDIAZ1 00000159 76150225

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01 FC:481 40.00 OP
02 FC:482 525.00 OP

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.

Nicole Zawarski

Name of Person Signing

Nicole Zawarski
Signature

February 27, 2002

Date

Total number of pages including cover sheet, attachments, and

5

APPENDIX

<u>Application No.</u>	<u>Mark</u>	<u>Attorney Docket No.</u>
76/150,225	ADVANTAGE CURVES	2008/229
76/150,249	GEOMETRY OF COMPETITION	2008/233
76/225,539	EXECUTIVE PORTRAIT	2008/239
76/225,538	EMPLOYEE PORTRAIT	2008/240
76/287,047	EXPECTATIONS-BASED MANAGEMENT	2008/242
76/287,287	MONITOR EXPECTATIONS-BASED MANAGEMENT	2008/243
76/357,901	MONITOR EQUITY INSIGHTS	2008/244
76/367,180	ADAPTIVE OVERHEAD	2008/245
76/100,205	MARKET2CUSTOMER	2515/202
76/099,958	M2C	2515/207
75/734,211	SUPPLIER PORTRAIT	2515/209
75/699,537	ACTION SEGMENTATION	2515/210
76/358,647	BRAND INTENT	2515/212
<u>Registration No.</u>	<u>Mark</u>	<u>Attorney Docket No.</u>
2,442,994	STRATEGIC CHOICE STRUCTURING	2008/203
2,211,403	DECISION ARCHITECTS	2008/211
2,458,330	CONFIGURING FOR ADVANTAGE	2008/215
2,333,468	MARKETSIGHT	2008/226
2,375,107	BRANDMONITOR	2515/203
2,286,083	CONSUMER PORTRAIT	2515204
2,283,729	CUSTOMER PORTRAIT	2515/205
2,390,343	BRAND TEARDOWN	2515/206
2,317,203	GROWTHPATH	2515/208

02008/00203 192650.1



03-01-2002

U.S. Patent & TMO/c/TM Mail Rpt Dt. #26

BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT (this "Agreement") dated this 1st day of January, 2001, by Monitor Company, Inc., a Massachusetts corporation ("**TMC**") in favor of Monitor Company Group Limited Partnership, a Delaware limited partnership (the "**Partnership**").

RECITALS

A. TMC and the Partnership are parties to that certain Contribution and Assumption Agreement, dated January 1, 2001 (the "**Contribution Agreement**") (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement), pursuant to which TMC has agreed to assign, transfer, convey and deliver to the Partnership its business and substantially all of its assets, properties and rights relating to its business, which assets, properties and rights are set forth in the Contribution Agreement and the exhibits and schedules attached thereto (the "**Contributed Assets**").

B. The execution and delivery of this Agreement are conditions precedent to the closing of the transactions contemplated by the Contribution Agreement.

In consideration of the above recitals, the transactions contemplated by the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TMC agrees as follows:

1. TMC has bargained, conveyed, transferred, assigned, set over to and vested in and by these presents, does bargain, convey, transfer, assign, set over to and vest in the Partnership, its successors and assigns, all the right, title, interest, claim or demand that TMC has in and to the Contributed Assets, with all the rights, members and appurtenances in any way appertaining or belonging thereto, free and clear of all Encumbrances except for the Assumed Liabilities. Notwithstanding anything contained herein or in the Contribution Agreement, TMC does not hereby transfer or assign the Excluded Assets.

2. Notwithstanding anything contained herein to the contrary, the representations and warranties of TMC contained in the Contribution Agreement relating to the Contributed Assets are incorporated herein by reference. If any provision set forth in this Agreement conflicts with any provision set forth in the Contribution Agreement, the provision's of the Contribution Agreement shall control.

3. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Partnership and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements set forth herein shall be for the sole and exclusive benefit of the Partnership and its successors and assigns.

4. From time to time, at the request of the Partnership and without further consideration, TMC shall execute and deliver such further instruments of conveyance and transfer and take such other actions as the Partnership may reasonably require more effectively to

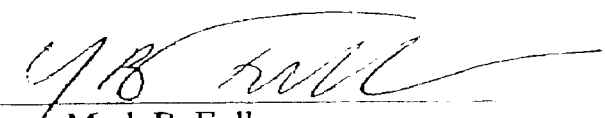
convey and transfer any of the Contributed Assets to the Partnership. TMC and the Partnership shall also execute and deliver to the appropriate other party such other instruments as may be reasonably required in connection with the performance of this Agreement and each shall take all such further actions as may be reasonably required to carry out the transactions contemplated by this Agreement.

5. This Agreement shall be binding upon and shall inure to the benefit of TMC, the Partnership and their respective successors and assigns.

6. The validity and construction of this Agreement shall be governed by the internal laws (and not the choice-of-law rules) of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, TMC has executed this Agreement as of the day and year first above written.

MONITOR COMPANY, INC.

By: 
Name: Mark B. Fuller
Title: President

CONTRIBUTION AND ASSUMPTION AGREEMENT

AGREEMENT dated January 1, 2001, between Monitor Company Group Limited Partnership, a Delaware limited partnership (the "Partnership"), and Monitor Company, Inc., a Massachusetts corporation ("TMC").

WHEREAS, TMC provides management and strategic consulting services and acts as an incubator of various nascent businesses and investment partnerships; and

WHEREAS, TMC desires to transfer its business and all of its assets to the Partnership in exchange for 500,000 Series A Preferred Limited Partnership Interests of the Partnership (the "Series A Interests") and the assumption by the Partnership of all of its liabilities, and the Partnership desires to acquire from TMC such business and assets in exchange for the Series A Interests and its assumption of such liabilities.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed:

1. Contribution of Assets.

1.1. Contributed Assets, Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement and in the Limited Partnership Agreement of the Partnership (the "LP Agreement"), at the Closing referred to in Section 2 hereof (or as soon thereafter as practicable), TMC shall assign, transfer and deliver or cause to be assigned, transferred and delivered to the Partnership, and the Partnership shall acquire and take assignment and delivery of, the Contributed Assets, and the Partnership shall issue and deliver to TMC the Series A Interests and shall assume the Assumed Liabilities. Notwithstanding the foregoing, TMC may retain cash in such reasonable amount as it shall determine to satisfy liabilities or obligations which, if not satisfied by it, would constitute Assumed Liabilities. TMC shall, from time to time, account to the Partnership for all expenditures made from such retained cash and for any income earned thereon in order to establish that such retained cash and income was used only to satisfy liabilities or obligations that otherwise would have been Assumed Liabilities. TMC shall, from time to time, and in any case by December 31, 2001, transfer to the Partnership any amount of such retained cash and income which exceeds the amount required to satisfy such liabilities and obligations.

1.2. "Contributed Assets" shall mean all of the business and assets (tangible or intangible, fixed or contingent) of TMC on the Closing Date, including (without limitation) all rights to the name "Monitor" or any variation thereof and all of TMC's books and records relating to TMC's business or assets, other than the Excluded Assets.

1.3. "Excluded Assets" shall mean only the Series A Interests and TMC's rights under this Agreement.