

03-14-2002



Substitute Form PTO-1594  
Attorney Docket No.: 13745-002001

# FORM COVER SHEET MARKS ONLY

102011265

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party: **2002 FEB 27 PM 3:00**  
 Document Technologies, Inc.  
 Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation—State of New York  
 Other \_\_\_\_\_  
 Additional name(s) attached?  Yes  No

**FINANCE SECTION**  
**2-27-02**

2. Name and address of receiving party:  
 Trellis Solutions, LLC  
 33 Camore Street  
 Stamford, Connecticut 06905  
 Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation—State: \_\_\_\_\_  
 Other Delaware limited liability company  
 If the assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
 Additional names/addresses attached?  Yes  No

3. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other:  
 Execution Date: July 17, 2001

4. Application number(s) or trademark number(s):  
 A. Trademark Application No(s):  
 B. Trademark No(s): 2,487,027  
 Additional numbers attached?  Yes  No

5. Name/address of party to whom correspondence concerning document should be mailed:  
 Sean F. Heneghan  
 Fish & Richardson P.C.  
 225 Franklin Street  
 Boston, Massachusetts 02110-2804

6. Total number of applications and registrations involved: 1  
 7. Total fee (37 CFR §3.41): \$40  
 Enclosed  
 Authorized to charge Deposit Account.  
 8. Deposit Account No.: 06-1050  
 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

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 the attached is a true copy of the original document.*  
 Sean F. Heneghan  
 Name of Person Signing \_\_\_\_\_  
 Signature *Sean F. Heneghan* \_\_\_\_\_  
 Date 2/26/02 \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document: 7

03/13/2002 10:11 AM doc 00000060 2487027  
 01 FC:481 40.00 OP

CERTIFICATE OF MAILING BY EXPRESS MAIL Express Mail Label No. EL856744752US

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231

2-27-02 Date of Deposit  
*Leroy Jenkins* Signature  
 Typed Name of Person Signing Certificate Leroy Jenkins

EL856744752US

TRADEMARK  
REEL: 002460 FRAME: 0804

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the 17th day of July, 2001, by Document Technologies, Inc., a New York corporation ("Assignor"), and Trellis Solutions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, CCH Incorporated, a Delaware corporation ("CCH"), purchased all of the outstanding capital stock of Assignor on July 17, 2001 pursuant to that certain Stock Purchase Agreement dated July 17, 2001 (the "Purchase Agreement") by and among CCH and the former stockholders of Assignor;

WHEREAS, Assignor is the sole owner of all right, title and interest in and to each of the trademarks and the registrations and registration applications relating to the trademarks listed on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee entered into a license agreement (the "License Agreement") providing for the grant to Assignee of a license of the HTML Ease Software and the Edit Ease Software and Derivative Works thereof (each as defined in the License Agreement) for the purposes set forth in the License Agreement;

WHEREAS, as an inducement for the former stockholders of Assignor to consummate the transactions contemplated by the Purchase Agreement, CCH has agreed to cause Assignor to transfer to Assignee (a) the Trademarks, (b) certain customer contracts for the license of the HTML Ease Software and the Edit Ease Software and (c) the inventory existing on the Closing Date of the HTML Ease Software and the Edit Ease Software products.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Trademarks.

(a) Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of its right, title and interest in, to and under the Trademarks, together with all of the goodwill associated with the use thereof and symbolized thereby, registrations, applications, amendments, applications for amendments, and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, licenses and sublicenses granted and obtained with respect thereto, and the right to sue and collect damages for any and all past infringements thereof, and any and all other rights relating thereto (collectively, the "Rights").

(b) Further Actions. From time to time after the date hereof, and without further consideration (subject, however, to Assignee's reimbursement of Assignor for any reasonable and documented fees or out-of-pocket expenses incurred in connection with

Assignor's compliance with this Section 2), Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee or its counsel may reasonably request, or as may be required in order to (a) assist Assignee in its efforts to perfect and record Assignee's ownership of the Rights or (b) assist in the prosecution of any infringements thereof.

2. Assignment of Contracts. Assignor hereby sells, assigns, conveys and transfers to the Assignee all of Assignor's right, title and interest in, to and under the Assumed Contracts (as defined below), and the Assignee hereby assumes and agrees to pay, discharge, satisfy and perform, when due, all of the liabilities and obligations of the Assignor under, relating to or arising from the Assumed Contracts, except for such obligations to be performed by Assignor under the Transition Services Agreement (as defined in the Purchase Agreement). For purposes of this Agreement, "Assumed Contracts" shall mean all software license agreements to which Assignor is a party relating solely to the license by Assignor to customers of the right to use one or more of the software programs named "HTML Ease", "Edit Ease" and/or "Easy Edit."

3. Transfer of Tangible Property. Assignor hereby sells, assigns, conveys and transfers to the Assignee all of Assignor's inventory of the software programs named "HTML Ease", "Edit Ease" and/or "Easy Edit."

4. No Warranties; Indemnity by Assignee.

(a) All property and rights conveyed or assigned hereunder are conveyed or assigned absolutely "as is" and "where is" with no representation or warranty whatsoever as to any matter.

(b) Assignee hereby agrees to indemnify and hold harmless Assignor and its affiliates, officers, directors, employees, successors and assigns and agents, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable fees and expenses of counsel) which arise out of, or result from, Assignee's failure to perform any obligations under the Assumed Contracts, or arise out of, or result from, Assignee's sale, use or other exploitation of any of the assets and properties conveyed to Assignee hereunder.

5. Counterparts. Each copy of this Agreement which Assignor signs to facilitate recording of the Assignee's interest in the Rights shall be deemed an original.

6. Successors. This Agreement and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding upon Assignor and its successors and assigns.

7. Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

8. Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

9. Waiver, Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be signed in his name as of the day and date first set forth above.

**ASSIGNOR:**

DOCUMENT TECHNOLOGIES, INC.

By: B C Lenz  
Name: Bruce C. Lenz  
Title: Secretary

**ASSIGNEE:**

TRELLIS SOLUTIONS, LLC

By: \_\_\_\_\_  
Name: Todd K. Andersen  
Title: Member

STATE OF ILLINOIS     )  
                                      ) ss:  
COUNTY OF COOK     )

On this 17<sup>th</sup> day of July, 2001, before me personally appeared Bruce C. Lenz, the Secretary of Document Technologies, Inc., a New York corporation, to me personally known, who, being duly sworn and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said company.

Betty J. Seaman  
Notary Public



IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be signed in his name as of the day and date first set forth above.

ASSIGNOR:

DOCUMENT TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: Bruce C. Lenz  
Title: Secretary

ASSIGNEE:

TRELLIS SOLUTIONS, LLC

By: Todd K. Andersen  
Name: Todd K. Andersen  
Title: Member

STATE OF )  
 ) ss:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared Bruce C. Lenz, the Secretary of Document Technologies, Inc., a New York corporation, to me personally known, who, being duly sworn and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

Schedule A

Trademark  
Edit Ease  
Easy Edit  
HTML Ease

Registration  
Applications in progress  
Applications in progress  
Trademark-75/911,481