



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

<p>1. Name of conveying party(ies):</p> <p>The Carew Intellectual Property Trust</p> <p style="text-align: center;">5 - 3 - 02</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>3. Name and address of receiving party(ies):</p> <p>Name: <u>Carew International, Inc.</u></p> <p>Internal Address: <u>Suite 400</u></p> <p>Mailing Address: <u>3805 Edwards Road,</u> <u>Cincinnati, Ohio 45209</u></p> <p>Country: <u>U.S.A.</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>2. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 30, 2001</u></p>	

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No(s). <u>75/410,067; 76/184,282</u>	B. Trademark No(s). <u>1,147,620; 1,193,606;</u> <u>1,257,549; 1,461,690; 1,478,367; 1,880,620;</u> <u>1,985,956; 2,093,341; 2,358,194; 2,451,066</u>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kurt L. Grossman, Esq.</u></p> <p>Internal Address: <u>Wood, Herron & Evans, L.L.P.</u> <u>2700 Carew Tower</u></p> <p>Street Address: <u>441 Vine Street</u></p> <p>City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: <u>12</u></p> <p>7. Total fee (37 CFR 33.41): <u>\$315.00 (previously submitted)</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u> (Attach duplicate copy of this page is paying by deposit account)</p>
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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.

Kurt L. Grossman (Reg. No. 29,799)
Name of Person Signing

Signature

April 25, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

OFFICE OF PATENT RECORDS
 707 MAY - 3 AM 7:12
 FINANCE SECTION

2/4/02

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

1. Name of conveying party(ies):
The Carew Intellectual Property Trust

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

2. Name and address of receiving party(ies)

Name: Carew International, Inc.

Internal Address: Suite 400
Street Address: 3805 Edwards Road

City: Cincinnati State: OH ZIP: 45209

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

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

If this document is being filed together with a new application, the execution date of the application is: ✓

A. Trademark Application No.(s) 75/410,067; 76/184,282

B. Trademark No.(s) 1,147,620; 1,193,606; 1,257,549;
1,461,690; 1,478,367; 1,880,620; 1,985,956;
2,093,341; 2,358,194; 2,451,066

Additional numbers attached? Yes No

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

Name: Kurt L. Grossman
 Internal Address: WOOD, HERRON & EVANS, L.L.P.
 Street Address: 2700 Carew Tower
 441 Vine Street
 City: Cincinnati State: OH ZIP:45202

6. Total number of applications and trademarks involved: 12

7. Total fee (37 CFR 3.41):.....\$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-3000
(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.

Kurt L. Grossman
Name of Person Signing

Signature

December 27, 2001
Date

Total number of pages including cover sheet: 8

OMR No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

12/22/2002 DBYRNE 00000263 75410067

11 FC:481 40.00 OP
12 FC:188 375.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PD2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20253.

TRADEMARK
REEL: 2504 FRAME: 0580

EXHIBIT B
TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 30th day of November, 2001 ("Effective Date") from THE CAREW INTELLECTUAL PROPERTY TRUST, an Ohio trust, with an address at 2812 Ambleside Place, Cincinnati, Ohio 45208, and John H. Carew, an individual residing at 2812 Ambleside Place, Cincinnati, Ohio 45208 (collectively "Assignor") to CAREW INTERNATIONAL, INC., an Ohio corporation, with an address at 3805 Edwards Road, Suite 400, Cincinnati, Ohio 45209 ("Assignee").

WHEREAS, Assignor owns or claims to own certain trademarks (to include servicemarks, trade names, trade dress, brands, and logos) used in the business of Assignee pursuant to license from an Assignor; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Subject to the Intellectual Property Agreement of even date herewith, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of the trademarks, trade dress, trade names, service marks, service names and brand names set forth in Schedule A attached hereto together with the goodwill associated therewith and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");
2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

County of Hamilton : SS

On this 30th day of November, 2001, before me appeared John H. Carew, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf.

Gail S. Guilfoyle
Signature of Notary Public

GAIL S. GUILFOYLE
Notary Public, State of Ohio
My Commission Expires Jan. 8, 2005

SCHEDULE A

TRADEMARKS [[Need to be sure does not include any marks owned by Coca-Cola or other clients]]

U.S. MARKS

<u>Mark/Name, etc.</u>	<u>Serial/Reg. No.</u>	<u>Registration Date</u>
ADVANCED LEADERSHIP PROGRAM	(Common Law)	
ALP	(Common Law)	
ADVANCED POSITIONAL SELLING	(Common Law)	
APS	(Common Law)	
CAREW	(Common Law)	
CAREW POSITIONAL SELLING SYSTEMS	(Common Law)	
CUSTOMER SERVICE EXCELLENCE	(Common Law)	
CSE	(Common Law)	
DESIGN (SEAGULL)	1,257,549	11/15/83
DESIGN (PERSON)	1,193,606	04/13/82
DESIGN (SEAGULL)	1,880,620	02/28/95
DESIGN (Segmented SEAGULL)	2,451,066	05/15/01
DIMENSIONS OF PROFESSIONAL SELLING	1,147,620	02/24/81
DPS	(Common Law)	
DPS MASTER'S PROGRAM	(Common Law)	
DPS IN REVIEW	(Common Law)	
INSELLING.COM	76/184,282	Pending
LOCAL ACCOUNT SELLING	(Common Law)	

LAS	(Common Law)	
MANAGEMENT LEADERSHIP STRATEGIES	(Common Law)	
MENTORING SALES LEADERSHIP	2,358,194	06/13/00
MLS	(Common Law)	
MSL	75/410,067	Pending
NATIONAL ACCOUNT SALES DEVELOPMENT	(Common Law)	
NASD	(Common Law)	
POSITIONAL INFLUENCING	1,985,956	07/09/96
POSITIONAL INFLUENCING	2,093,341	09/02/97
POSITIONAL SELLING	1,461,690	10/20/87
PROFESSIONAL ACCOUNT MANAGEMENT	(Common Law)	
PAM	(Common Law)	
PROPOSAL SELLING	1,478,367	03/01/88
PS	(Common Law)	
RESULTS PRODUCING MANAGEMENT	(Common Law)	
RPM	(Common Law)	

FOREIGN MARKS

<u>Mark/Name/etc.</u>	<u>Serial/Reg. No.</u>	<u>Registration Date</u>
CAREW (Benelux)	551929	02/01/95
CAREW (France)	46209093 (93/462090)	03/31/93
CAREW (United Kingdom)	1,527,431 (B1,527,431)	07/21/95
DESIGN (SEAGULL LOGO) (France)	46266593 (93/462665)	04/05/93
DESIGN (SEAGULL LOGO) (United Kingdom)	1,528,012	11/11/94
INSELLING.COM (Australia)	864419	
INSELLING.COM (Canada)	1090536	
INSELLING.COM (European Community)	2058022	
INSELLING.COM (Japan)	2001-039203	
INSELLING.COM (New Zealand)	631581	
INSELLING.COM (Singapore)	T01/01260J	
POSITIONAL SELLING (Benelux)	551640	02/01/95
POSITIONAL SELLING (France)	46266493 (93/462664)	04/05/93
POSITIONAL SELLING (United Kingdom)	1,528,009 (B1,528,009)	12/08/95

DESIGN (SEAGULL LOGO-Negative) (Benelux)	551,642	02/01/95
DESIGN (SEAGULL LOGO-Positive) (Benelux)	551,641	02/01/95

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