

05-29-2002

Form PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Paul J. Gitnik

5-23-02

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Socrates, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1201 Broughton Road

City: Pittsburgh State: PA Zip: 15236

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No n/a  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No n/a

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

A. Trademark Application No.(s)

75/752003

~~75/748466~~

76/022842

B. Trademark Registration No.(s)

2,535,332

2,409,612

2,398,817

Additional number(s) attached  Yes  No

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

Name: Gregg R. Zegarelli, Esq.

Internal Address: \_\_\_\_\_

Street Address: 429 Forbes Avenue, Suite 1212

City: Pittsburgh State: PA Zip: 15219-1616

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

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.

Lisa M. Laurent

Name of Person Signing

*Lisa M. Laurent*  
Signature

May 16, 2002

Date

Total number of pages including cover sheet, attachments, and document: 2

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

05/28/2002 LMUeller 00000226 75752003

01 FC:481  
02 FC:482

40.00 DP  
125.00 DP

TRADEMARK  
REEL: 002514 FRAME: 0810

# TRADEMARK & SERVICE MARK ASSIGNMENT

Assignor: Paul J. Gitnik  
Assignee: SOCRATES, INC.

Date: April 15, 2002  
Subject: U. S. Trademark & Service Mark

## WITNESSETH

Whereas, Paul J. Gitnik, a U.S. Citizen, (the "ASSIGNOR") having his primary address at 1201 Broughton Road, Pittsburgh, PA 15236, is the sole and exclusive owner of the following marks and registrations (the "MARKS"), registered on the Supplemental Register:

<u>Mark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Filed Date</u>
Socrates	75/752003	July 15, 1999
Socrates Design	75/748466	July 12, 1999
Socrates Design	2,535,332	February 5, 2002
Socrates Subrogation Outsource, etc.	76/022842	April 11, 2000
Subrogation Outsourcing Case Review, etc.	2,398,817	October 24, 2000
Subrogation Outsourcing Case Review, etc.	2,409,612	November 28, 2000

SOCRATES, INC., a corporation of the State of PA, (the "ASSIGNEE") having its principal office and place of business at 1201 Broughton Road, Pittsburgh, PA 15236, is desirous of acquiring all right, title and interest in said MARKS.

## ASSIGNMENT

Now, for good and valuable consideration, the receipt thereof which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. ASSIGNOR does hereby sell, assign, transfer and set over to the ASSIGNEE the aforementioned MARKS, together with the goodwill of the business symbolized by said MARKS. The same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR if this assignment and sale had not been made. These rights are assigned together with all claims by ASSIGNOR for damages by reason of past infringement of the said MARKS, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

2. ASSIGNOR will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said MARKS, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for ASSIGNEE, to assist or enable said

ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute copies of this assignment or portions thereof regarding any or all of the aforementioned MARKS, as required by ASSIGNEE in the future.

3. ASSIGNOR of the aforesaid MARKS hereby agrees to waive all rights and privileges to attack any of the MARKS or the registration of any or all of the aforesaid MARKS.

4. ASSIGNOR represents and warrants that it is the sole and exclusive owner of the MARKS and that the MARKS are free of all liens, security interests, claims or other encumbrances except where specifically noted.

5. ASSIGNOR will not adopt and/or use any mark which is a colorable imitation that is likely to cause confusion with any of the MARKS.

IN WITNESS WHEREOF, and with the intention of being legally bound, ASSIGNOR has signed this Assignment as of the date first above written.

WITNESS:

Lisa A. Schmigel

ASSIGNOR

Paul J. Gitnik  
Paul J. Gitnik

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

On this the 16th day of April, 2002, before me a notary public, the undersigned officer, personally appeared Paul J. Gitnik, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed and delivered the foregoing Trademark and Service Mark Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seals.

My Commission Expires:

Notarial Seal  
Lisa A. Schmigel, Notary Public  
South Park Twp., Allegheny County  
My Commission Expires Apr. 2, 2005

Member, Pennsylvania Association of Notaries

Lisa A. Schmigel  
Notary Public