

06-17-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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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):

Tatum CFO Group, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Tatum CFO Partners, LLP

Internal Address: Suite A-1164

Street Address: 4501 Circle 75 Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Georgia limited liability partnership

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: January 1, 1998

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

A. Trademark Application No.(s) 75/361,646; 75/361,641; 75/361,642

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Sidney R. Brown, Esq.

Internal Address: Jones, Day, Reavis & Pogue

Street Address: 303 Peachtree Street, N.E.

Suite 3500

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature 06/14/2002 DBYRNE 00000239 75361646

Sidney R. Brown

Name of Person Signing

Signature [Handwritten Signature]

June 7, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK REEL: 002525 FRAME: 0343

TRADEMARK ASSIGNMENT

THESE PRESENTS WITNESS THAT TATUM CFO GROUP, INC., a Georgia corporation (hereinafter "ASSIGNOR") is the owner of all rights in the trademarks, trade names, service marks, and applications or registrations for such trademarks, trade names, and service marks that are described herein and in detail on the schedules incorporated in this assignment (collectively, the "Trademarks"); and that TATUM CFO PARTNERS, LLP, a Georgia limited liability partnership, having its principal place of business at 4501 Circle 75 Parkway, Suite A-1164, Atlanta, Georgia 30339 (hereinafter "ASSIGNEE"), is desirous of obtaining the entire right, title, and interest in, to, and under the Trademarks;

WHEREAS, ASSIGNOR is the general partner of Tatum CFO Partners, L.P., a Georgia limited partnership (the "Partnership");

WHEREAS, pursuant to a certain LLP Conversion Agreement, dated November 7, 1997, the Partnership was dissolved, effective January 1, 1998, and ASSIGNEE was formed, effective January 1, 1998;

WHEREAS, concurrently therewith ASSIGNOR assigned to ASSIGNEE all or substantially all the assets of ASSIGNOR related to its business of providing chief financial officer solutions, in which the Trademarks are either currently used or with respect to which ASSIGNOR has a bona fide intent to use; and

WHEREAS, the parties now desire to perfect the assignments of the Trademarks by entering into this Trademark Assignment;

1. NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, transferred, and set over, and by these

presents does hereby sell, assign, transfer, and set over, unto the said ASSIGNEE, the following properties and rights for ASSIGNEE's own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns:

(a) The entire right, title, and interest in and to the trademarks, if any, adopted and used by ASSIGNOR in its business and applications for registration in the United States Patent Office and indicated on Schedule I annexed hereto and made a part hereof, and

(b) The entire right, title, and interest in and to the United States common law trademarks, if any, adopted and used by ASSIGNOR in connection with the business of providing chief financial officer solutions.

2. Regarding the Trademarks, said properties are being conveyed together with the goodwill of ASSIGNOR's business connected with the use thereof and symbolized by the Trademarks to be held and enjoyed by said ASSIGNEE for its own use and benefit.

3. ASSIGNOR agrees that, upon request and without further consideration, it will sign all lawful papers, make all rightful oaths, and generally assist ASSIGNEE in perfecting and recording titles to the trademarks listed in Schedule I. ASSIGNEE shall bear all responsibility and expense for preparing any instrument of assignment or transfer, as well as all responsibility and expense for recording any such instruments of assignment or transfer, any fee or tax levied thereon, and all prosecution and maintenance costs incurred with respect to the Trademarks.

4. ASSIGNEE shall retain the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for infringement of, the Trademarks occurring prior to the date hereof and to retain the proceeds thereof.

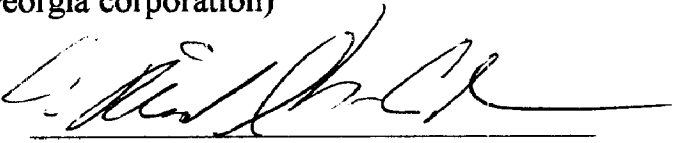
5. Except as otherwise expressly provided herein, no obligation is hereby assumed by ASSIGNOR or by ASSIGNEE to maintain, prosecute, enforce, or litigate, file, assert, or defend any Trademark.

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be signed by its officer thereunto duly authorized to be effective as of January 1, 1998.

"ASSIGNOR":

TATUM CFO GROUP, INC.
(a Georgia corporation)

By:



A. Michael McCracken, President

**SCHEDULE I
U.S. TRADEMARKS REGISTRATIONS & APPLICATIONS**

Mark	Date of Application	Serial Number
BLUEPLAN	9/23/97	75/361,646
CFO AGENDA	9/23/97	75/361,641
NO MAN'S LAND	9/23/97	75/361,642