

07-11-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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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):  
**07/09/02**  
INVESTools, Inc.  
A corporation of the State of California  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: INVESTools Inc.  
Internal Address: Suite 235  
Street Address: 5252 North Edgewood  
City: Provo State: UT Zip: 84604  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_  
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: \_\_\_\_\_

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
None  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
2,208,670 - INVESTOOLS (c36)  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Richard L. Hill  
Internal Address: \_\_\_\_\_  
Street Address: 3319 North University  
Avenue  
City: Provo State: UT Zip: 84604

6. Total number of applications and registrations involved: .....  1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 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.*  
Richard L. Hill  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:  3

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01 FC:481 40.00 DP

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

OFFICE OF PATENT RECORDS  
2002 JUL -9 AM 11:28  
FINANCE SECTION

TRADEMARK  
REEL: 002541 FRAME: 0397

## TRADEMARK AND TRADE NAME ASSIGNMENT

This Assignment is effective on the Effective Date given on the signature page below, by and between INVESTools, Inc., a corporation of the State of California with a principal business office at 3705 Haven Avenue, Menlo Park, California 94025 (hereinafter "INVESTools (Cal)"); and INVESTools Inc., a corporation of the State of Delaware, having a principal place of business at 5252 North Edgewood, Suite 325, Provo, Utah 84604 (hereinafter "INVESTools (Del)").

A. INVESTools (Cal), through its predecessor, Tabula Interactive, Inc. ("Tabula"), has developed common-law and federal trademark rights in the trademark, trade name and domain name "INVESTTOOLS" with respect to providing investment information and stock information over the internet, including but not limited to U.S. Trademark Registration No. 2,028,670, registered January 7, 1997 for "INVESTTOOLS" in class 36 ("Trademark Registration") and the internet domain name "investools.com" (Domain Name"), all of the foregoing collectively being referred to as "Trademark Rights."

B. Tabula changed its name to INVESTools (Cal) on February 6, 1997 and merged with Telescan, Inc., a corporation of the State of Texas ("Telescan") in May 1999. Telescan merged with Ziasun Technologies, Inc., a corporation of the State of Nevada ("Ziasun") on December 6, 2001 to form INVESTools (Del).

C. INVESTools (Cal), now a subsidiary of INVESTools (Del), desires to convey the Trademark Rights described above to INVESTools (Del), with a license back in a separate document to INVESTools (Cal) to perform its business operations.

Now therefore, for good and valuable consideration, the receipt of which is acknowledged by the parties, INVESTools (Cal) now executes this Assignment as follows:

1. Assignment. INVESTools (Cal) hereby assigns, transfers and delivers to INVESTools (Del), its successors, assigns and legal representatives, the Trademark Rights, including the Trademark Registration and Domain Name described above, and all right, title and interest in and to said Trademark Rights in the U.S.A. and in all foreign countries, together with any other registrations, recordals, applications, common law rights and the goodwill of the business symbolized by said Trademark Rights or associated therewith.

2. Assistance of Assignor. INVESTools (Cal) agrees to communicate to INVESTools (Del) or its representatives or assigns, any facts known to INVESTools (Cal) relating to the Trademark Rights, including the Trademark Registration and the Domain Name. INVESTools (Cal) will upon request sign all lawful papers, execute all documents necessary to enable INVESTools (Del) to obtain and enforce full benefits from the right, title and interest herein assigned.

3. Transfer of Files. INVESTools (Cal) further agrees to transfer to INVESTools (Del) any files pertaining to said Trademark Rights and the Trademark Registration now in its possession or under its control, including but not limited to all official communications from the U.S. Patent and Trademark Office regarding the Trademark Registration. INVESTools (Cal) agrees to forward to INVESTools (Del) at the address given above any future correspondence and documents received from the U.S. Patent and Trademark Office regarding the Trademark Registration and all information and documents received regarding the Domain Name.

4. Assignable Right. This assignment may be assigned by INVESTools (Del) and shall inure to the benefit of the executors, administrators, successors, and/or assigns, as the case may be, of INVESTools (Del).

Effective Date: June 3, 2002

INVESTools, Inc., a corporation of the State of California

By: Paul Helbling

Printed Name: PAUL A. HELBLING

Title: Secretary

Accepted By:

INVESTools Inc., a corporation of the State of Delaware

By: D. Scott Elder

Printed Name: D. SCOTT ELDER

Title: EXEC. V.P.