


FORM PTO-1594 (7/97)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE 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): ProofSpace, Inc. Entity: <u>a Delaware corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Name: <u>John C. Wheeler</u> Address: <u>70 West Madison Street, Suite 2300</u> <u>Chicago, IL 60606-4205</u> Entity: <u>An Individual, citizen of the United States</u> If assignee is not domiciled in the United States, an appointment of domestic representative is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Date: <u>September 17, 2001</u>					
4. Application or Registration number(s): A. Trademark Application No.(s) <u>76/048,604</u> B. Trademark Registration No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Please send the recorded assignment back by fax to 312/258-5700 to the attention of: Peggy L. McBride, Trademark Paralegal Schiff Hardin & Waite P.O. Box 06079 Chicago, IL 60606-0079 Ref. No(s): <u><del>29066</del> 0000</u>			6. Total number of trademark applications and registrations involved: <u>1</u> 7. Total Fee (37 CFR 3.41) ..... <u>\$40.00</u> Authorization is given to charge the deposit account for the above fee and any additional fees required or to credit any overpayment. 8. Deposit Account Number: <u>19-0409</u>		
DO NOT USE THIS SPACE					
9. Statement and signature: <i>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.</i> <u>Lisa Winger</u>  <u>October 30, 2002</u> Name of Person Signing Signature Date Total number of pages including cover sheet and attached documents: <u>11</u>					
Mail documents to be recorded and required cover sheet information to: By Fax: 703/306-5995 Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231					

Recordation Sequence: No. 1 of 2 Recordal Documents

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Thierica Inc.

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**TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS  
OF PROOFSPACE INCORPORATED**

THIS TRUST AND AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS, is made and entered into this 17th day of September, 2001, by and between PROOFSPACE INCORPORATED, a Delaware corporation, located at 1755 S. Naperville Rd., Wheaton, IL 60187, c/o Eolas Development Corp., (hereinafter referred to as "PROOFSPACE") and John C. Wuttler, of DEVELOPMENT SPECIALISTS, INC., located at 70 West Madison Street, Suite 2300, Chicago, Illinois 60602-4205 (hereinafter referred to as the "Trustee-Assignee").

**WITNESSETH:**

WHEREAS, PROOFSPACE is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as is established and pertained by applicable law;

NOW, THEREFORE, in consideration of PROOFSPACE's existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby AGREED:

1. Creation and Object of Trust The name of this Trust shall be the "PROOFSPACE Trust Agreement" and its object shall be the orderly liquidation of the assets and property of PROOFSPACE, and the distribution of the proceeds therefrom to creditors of PROOFSPACE in accordance with applicable law. PROOFSPACE hereby nominates and appoints

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John C. Wheeler as Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-Assignee shall have the powers and duties hereinafter set forth, and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to reimbursement of his attorneys' fees and costs. The Trustee-Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of John C. Wheeler, as Trustee-Assignee, then, in any such event, Steven L. Victor also of Development Specialists, Inc., is hereby appointed as Successor Trustee-Assignee with all the duties, rights, and powers herein imposed upon and granted to John C. Wheeler, as original Trustee-Assignee.

2. Transfer of Assets. PROOFSPACE does hereby grant, convey, assign, transfer and set over to the Trustee-Assignee, and his Successor Trustee-Assignee, all property and assets of PROOFSPACE, whatsoever and wheresoever situated, which are now, or ever have been, used in connection with the operation of PROOFSPACE's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, general intangibles, patents, insurance premium and/or policy refunds, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of PROOFSPACE shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth.

3. Powers and Duties of Trustee-Assignee. The Trustee-Assignee shall have *inter alia*, the following powers, rights and duties:

- (a) To collect any and all accounts receivable owing to PROOFSPACE.
- (b) To sell, or otherwise dispose of, if such exists, all real property of PROOFSPACE in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of said real property and to

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convey title to same.

(c) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of PROOFSPACE, including, but not limited to, all of its machinery, equipment, inventory, service marks, trade names, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such a sale and to advertise such sale in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other documents necessary to convey title to PROOFSPACE's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee-Assignee hereunder for the benefit of creditors sharing in the profits from such sale.

(d) To employ attorneys, accountants, and such additional personnel to whatever extent may be necessary to handle the administrative details of this Trust.

(e) To require all creditors of PROOFSPACE to whom a balance is now owing to submit verified statements of their accounts.

(f) To settle any and all claims against or in favor of PROOFSPACE, with full power to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing against or in favor of PROOFSPACE.

(g) To pay the creditors of PROOFSPACE out of the monies which shall come into his hands as Trustee, according to the following priorities:

(1) First, all costs for the preservation of the Trust assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall be reasonably be incurred;

(2) Second, all costs and expenses incidental to the administration of the Trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the Trustee-Assignee.

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These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for PROOFSPACE for such services as shall be rendered in aid of the administration of this Trust and its property;

(3) Third, to the extent that such debts are entitled to priority payments under applicable law, all debts owing to the United States of America as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax and other federal income, excise, property and employment taxes;

(4) Fourth, to the extent that such debts are entitled to priority payment under applicable law, all debts owing to the state as of the date of this Trust Agreement, including, but not limited to, state employment, property and income taxes;

(5) Fifth, all other debts owing as of the date of this Trust Agreement that are entitled to priority treatment and payment under applicable law;

Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Trustee-Assignee shall make interim distributions whenever the Trustee-Assignee accumulates sufficient funds to enable him to make a reasonable distribution. No distribution shall be in an amount less than \$100,000, except the final distribution; and

The surplus, if any, of the Trust's funds, when all debts of the Trust shall have been paid in full, shall be paid and transferred to PROOFSPACE by the Trustee-Assignee. Provided, however, that to the extent applicable law requires payment of certain claims or class of claims in priority over and prior to payment of other claims in a priority other than as set forth above, such claims shall be paid in accordance with applicable law, and not in the priority set forth above.

(h) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including, but not limited to, abandonment, of the assets and property of PROOFSPACE and the distribution of the proceeds derived therefrom to the creditors of PROOFSPACE.

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4. ~~Employment of Counsel of Trustee-Assignee.~~ It is hereby represented and agreed by the parties that \_\_\_\_\_ of the law firm of \_\_\_\_\_ located at \_\_\_\_\_ shall be employed to act as attorney for the Trustee-Assignee, and shall render such legal services as the Trustee-Assignee requires during the existence of this Trust. Additional special counsel may be retained by the Trustee-Assignee should he deem the same necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

5. ~~Rights of Creditors.~~ All rights and remedies of the creditors against any surety or sureties for PROOFSPACE are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against PROOFSPACE, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of PROOFSPACE.

6. ~~Administration of Trust.~~ This Trust shall be administered out of court. The Trustee-Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising hereunder.

7. ~~Liability of Trustee-Assignee.~~ It is understood and agreed that the Trustee-Assignee is to assume no personal liability or responsibility for any of his acts as Trustee-Assignee herein, but his obligation shall be limited to the performance of the terms and conditions of the Trust Agreement, in good faith and in the exercise of his best judgment.

8. ~~Warranties of PROOFSPACE INCORPORATED.~~ PROOFSPACE hereby warrants as follows:

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(a) The list of creditors delivered concurrently herewith to the Trustee-Assignee is complete and correct as reflected by the books and records of PROOFSPACE, or through its officers and directors, as to names of said creditors, their addresses and the amounts due them.

(b) PROOFSPACE, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly liquidation of PROOFSPACE's assets and the collection of monies owing to PROOFSPACE, and in the distribution of said monies and the proceeds of asset sales to PROOFSPACE's creditors; provided, however, the officers and directors of PROOFSPACE shall only provide such assistance to the Trustee-Assignee to the extent, and on the condition that they are reasonably compensated for such services.

9. Acceptance by Trustee-Assignee. The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee-Assignee's skill, knowledge and ability. It is understood that the Trustee-Assignee shall receive reasonable compensation for his services rendered in connection with this Trust.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**PROOSPACE INCORPORATED**  
(Name of Assigning Company)

By:



Digital Signature of Michael D. Doyle, P.E.  
Using the Adobe Acrobat 5.0/Adobe PDF System  
Validation certificate available at  
<http://www.adobe.com/acrobat/digitalsignatures>

Digitally signed by Mike Doyle  
Date: 2001.09.17 01:36:28 -0500  
Reason: ProotSpace Assignment for Benefit of Creditors

Its Chairman of the Board of Directors

Attest:



Digital Signature of Michael D. Doyle, P.E.  
Using the Adobe Acrobat 5.0/Adobe PDF System  
Validation certificate available at  
<http://www.adobe.com/acrobat/digitalsignatures>

Digitally signed by Mike Doyle  
Date: 2001.09.17 01:37:08 -0500  
Reason: ProotSpace Assignment for Benefit of Creditors

Its Acting Secretary



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ACCEPTANCE

I, John C. Wheeler, the Trustee-Assignee hereinabove named, do hereby accept the Trust hereinafter set forth, not individually, but as Trustee-Assignee, subject to the conditions set forth above.

*John C. Wheeler*  
John C. Wheeler

At Chicago, Illinois, this 19 day of ~~SEPTEMBER~~ 2001

Subscribed and Sworn to  
before me the 19 day  
of ~~September~~ 2001.

*Judith A. Demay*  
NOTARY PUBLIC



This instrument prepared by:

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Thierica Inc.

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**ACTION BY BOARD OF DIRECTORS  
AND SHAREHOLDERS**

We, the undersigned\*, being all members of the Board of Directors (hereinafter referred to as the "Board") and a majority (or all) of the holders of the issued and outstanding equity securities of **PROOFSPACE INCORPORATED**, a Delaware corporation (hereinafter referred to as the "Company"), without a meeting upon other and further notice, the same being hereby waived, that the following actions be taken by the Company:

1. IT IS RESOLVED: That the Company is authorized to retain, as special counsel, David Crumbaugh of the law firm of Latham and Watkins, whose address is Seas Tower, Suite 5800, Chicago, IL 60606.
2. IT IS FURTHER RESOLVED: That the Company shall enter into a Trust Agreement for the Benefit of Its Creditors and shall cause to be made an Assignment of its assets to this Trust with the object being an orderly liquidation of the Company's business and assets.
3. IT IS FURTHER RESOLVED: That the officers of the Company are hereby authorized and directed to execute and deliver all necessary papers and documents pertaining to the creation of the Trust and Assignment for the Benefit of Creditors to John C. Wheeler, as Trustee-Assignee, and said Trustee-Assignee shall be authorized to do any and all acts necessary in order to fully carry out the intent and purposes of such Trust Agreement and Assignment for the Benefit of Creditors.
4. IT IS FURTHER RESOLVED: That the officers of the Company are hereby authorized and directed to execute and deliver any and all other papers and documents, and to take any and all other acts which may be necessary in order to fully carry out the intent and purposes of the Trust Agreement and Assignment for the Benefit of Creditors.

Digital Signature of Michael D. Doyle, Ph.D.  
Using the Adobe Acrobat 5.0 Self-Signed PDF System  
Validation URL: <http://www.adobe.com/acrobat/signedpdf>

Digitally signed by Mike Doyle  
Date: 2001.09.17 01:37:48 -0500  
Reason: PROOFSPACE Assignment for Benefit of Creditors

DATED: 9/17/2001

By: \_\_\_\_\_ (Michael D. Doyle Director)

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Thierica Inc.

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DATED: 9/17/2001

By:  (Daniel Williams, Director)



Digitally signed by Mike Dwyer, DN: cn=Mike Dwyer, o=Thierica Inc., email=mdwyer@thierica.com

Digitally signed by Mike Dwyer  
Date: 2001.09.17 01:38:24 -0500  
Reason: Pro/Space Agreement for Benefit of Creditors

DATED: 9/17/2001

By: \_\_\_\_\_ (Michael D. Dwyer, for Eolas Development Corporation, Majority Shareholder)

\* This Action By Board Of Directors And Shareholders may be executed in counterparts, and when taken together, the counterparts shall constitute one original document.