

09-19-2002

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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102230439

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

1. Name of conveying party(ies):

inData Corporation

09-13-02

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

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

2. Name and address of receiving party(ies)

Name: inData Litigation Services, LLC

Internal

Address:

Street Address: 1325 N. Fiesta Blvd, Suite 4

City: Gilbert State: AZ Zip: 85233

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

Other Arizona limited liability company

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: 01/17/2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2093364

Additional number(s) attached Yes No

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

Name: Christopher A. Womack

Internal Address:

Street Address: Two North Central, 18th Floor

09/18/2002 TBIAZ1 00000162 2093364

01 FC:481

City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Derek Miller Name of Person Signing

Signature

9-12-02 Date

Total number of pages including cover sheet, attachments, and document: 4

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

EU230793349US

TRADEMARK REEL: 002584 FRAME: 0558

ASSET, CONTRACT, DOMAIN NAME AND TRADEMARK ASSIGNMENT

THIS ASSET, CONTRACT, DOMAIN NAME AND TRADEMARK ASSIGNMENT ("this Assignment") is made and entered into as of the effective date set forth below by and between inDATA CORPORATION, an Arizona corporation ("Assignor"), and inData Litigation Services, LLC, an Arizona limited liability company ("Assignee"), pursuant to that certain Operating Agreement of Assignee of even date herewith.

1. **Asset Assignment.** Assignor hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the assets, domain names, (the "Assigned Domain Names") and trademarks described on Exhibit A hereto, including without limitation, all intellectual property rights, if any, in such assets domain names and trademarks.

2. **Amendment of Domain Name Registrations.** Within a reasonable period after the date hereof, Assignor shall modify the domain name registrations for the Assigned Domain Names to identify the registrant as follows:

inData Litigation Services, LLC
an Arizona limited liability company
1325 N. Fiesta Blvd., Suite 4
Gilbert, Arizona 85233

In connection with amending the name of the registrant, Assignor shall amend the domain name registrations for the Assigned Domain Names to designate one of Assignee's Managers as the administrative and billing contacts for the registrations.

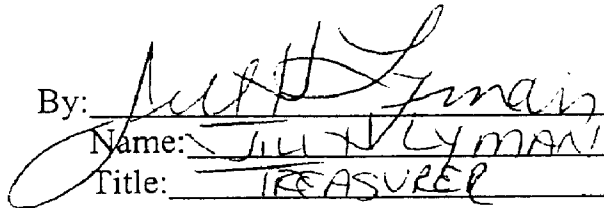
3. **Contract Assignment.** Assignor hereby conveys, assigns, transfers and sets over unto Assignee all of the right, title and interest of Assignor in and to those certain contracts and agreements described on Exhibit B hereto effective as of the date of this Assignment. Assignee does hereby accept the assignment of such contracts and agreements, subject to all of the terms and conditions contained therein, and does hereby agree to assume, perform, discharge, fulfill and observe all obligations, covenants, conditions and provisions accruing or arising and required to be performed by Assignor under the same on and after the date hereof. Notwithstanding any provision of this Assignment, nothing herein contained shall be considered to prejudice the right of Assignee to contest and claim with respect to any obligation or liability of Assignor herein assumed by Assignee, and Assignee shall have any rights which Assignor may have or has had to defend or contest any such claim. Each of Assignor and Assignee hereby agree that this Assignment, in each and every respect, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

4. **Further Acts and Assurances.** The parties hereto agree to execute such further documents and instruments and take such other acts as either of them may deem reasonably necessary to effectuate the provisions and interests of this Assignment.

5. **Additional Provisions.** As of the effective date of this Assignment, Assignor shall make no further use of the Assigned Domain Names or any related rights assigned hereunder, and shall not assert any further right, title or interest in such domain names or related rights. This Assignment reflects the entire agreement of the parties relating to the subject matter hereof. The term "trademark" as used herein shall include service mark rights and other protectable commercial symbols. This Assignment shall be binding on the parties' respective successors. This Assignment may be executed in counterparts and delivered by facsimile or other reasonable means.

IN WITNESS WHEREOF, the undersigned authorized representatives have executed this Asset, Contract, Domain Name and Trademark Assignment effective as of the 17 day of January, 2001.

inDATA CORPORATION
an Arizona corporation

By: 
Name: JILL N. LYMAN
Title: TREASURER

inData Litigation Services, LLC
an Arizona limited liability company

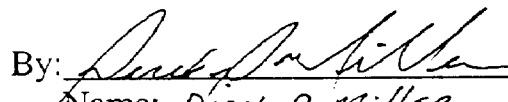
By: 
Name: Derek R. Miller
Title: Executive Manager

EXHIBIT "A"

Trademarks.

SmartBox
"When it has to be RIGHT!"

Registrations.

InMotion

Other Assets.

Those certain assets set forth on Schedule A-1 attached hereto, together with the following:

- A. Those certain office supplies and materials and miscellaneous office equipment which has been previously used in connection with the other assets transferred under this Agreement and which have been physically transferred from Assignor to Assignee on or before the date hereof and which have an aggregate value no greater than \$10,000.00.
- B. Those certain business records, files, digital data, and computer files relating to that portion of Assignor's business for which Assignor had previously used the assets transferred under this Assignment.