

10-15-2002

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

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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): GE Investments, Inc. 10-7-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Nevada Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Company
Internal Address: 3135 Easton Turnpike
Street Address: Same
City: Fairfield State: CT Zip: 06431
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New York
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: August 12, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2214084; 2269363
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert P. Ducatman, Esq.
Internal Address: Jones, Day, Reavis & Pogue
North Point
901 Lakeside Avenue
Street Address: Same
10/11/2002 TDIAZI 00000128 501432 2214084
01 FC:481 40.00 CH
02 FC:482 25.00 CH
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 501432 (Ref. 361438600003)

DO NOT USE THIS SPACE

9. Signature: Robert P. Ducatman, Esq. Signature Date 10/7/2002
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: 002597 FRAME: 0799

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of August 12, 2002 (the "Effective Date"), is made and entered into by and between GE Investments, Inc., a Nevada corporation ("GEII"), and General Electric Company, a New York corporation ("GE") (each a "Party," and collectively, the "Parties").

WHEREAS, pursuant to that certain Plan of Complete Liquidation of GEIS, as of even date herewith, and that certain Intellectual Property Assignment, effective as of even date herewith (the "GEIS IP Assignment"), by and between GEII and GE Information Services, Inc., a Delaware corporation ("GEIS"), GEII acquired all right, title and interest in and to the GEIS Intellectual Property (as defined in the GEIS IP Assignment);

WHEREAS, the Board of Directors of GEII has determined that it is in the best interests of GEII and its shareholders to declare a dividend of certain assets of GEII, including, without limitation, the GEIS Intellectual Property acquired by GEII from GEIS; and

WHEREAS, in order to effectuate the aforementioned dividend, GEII agrees to assign, transfer and convey to GE, the sole holder of Class A Common Shares of GEII, all of GEII's right, title and interest in and to the GEIS Intellectual Property.

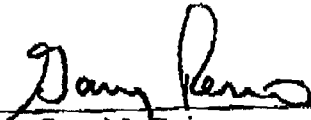
NOW THEREFORE, the Parties agree as follows:

1. Assignment. GEII hereby, effective as of the Effective Date, assigns, transfers, conveys and quitclaims to GE all of GEII's right, title and interest in and to all GEIS Intellectual Property, including, without limitation, those items of GEIS Intellectual Property listed on Schedule A attached hereto.
2. Recordation of Patents, Trademarks and Copyrights. If GE elects to record this Assignment with the U.S. Patent & Trademark Office, U.S. Copyright Office or applicable state or foreign governmental or international authorities or registries, GE shall bear all costs and fees associated with such recording. GEII hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the GEIS Intellectual Property to GE.
3. Governing Law and Forum. This Assignment shall be governed by, and construed exclusively in accordance with, the laws of the State of New York.
4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be made effective as of the date first written above.

GENERAL ELECTRIC COMPANY

GE INVESTMENTS, INC.

By:   
Name: Gary M. Reiner  
Title: Senior Vice President and Chief  
Information Officer

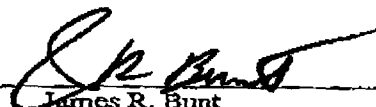
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment to be made effective as of the date first written above.

GENERAL ELECTRIC COMPANY

GE INVESTMENTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: James R. Bunt  
Title: President