

10-15-2002



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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

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

1. Name of conveying party(ies): GE Information Services, Inc. 10/7/02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: GE Investments
Internal Address: 3135 Easton Turnpike
Street Address: Same
City: Fairfiled State: CT Zip: 06431
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Nevada
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: 8/12/2002

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 TD1871 00000129 501432 2214084
01 FC-481 40.00 CH
02 FC-482 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)

9. Signature.
Robert P. Ducatman, Esq. Signature Date: 10/7/2002
Name of Person Signing
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

## 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 Information Services Inc., a Delaware corporation ("GEIS"), and GE Investments, Inc., a Nevada corporation ("GEII") (each a "Party," and collectively, the "Parties").

WHEREAS, pursuant to that certain Plan of Complete Liquidation of GEIS, as of even date herewith (the "Plan of Complete Liquidation"), GEII, as sole holder of all outstanding shares of the stock of GEIS, has entered into an agreement for the complete liquidation of the assets of GEIS; and

WHEREAS, pursuant to the Plan of Complete Liquidation, GEIS has agreed to assign, transfer and convey to GEII all of GEIS' right, title and interest in and to all GEIS Intellectual Property (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. GEIS hereby, effective as of the Effective Date, assigns, transfers, conveys and quitclaims to GEII all of GEIS' right, title and interest in and to all (i) patents and patent applications, (ii) statutory invention registrations, (iii) trademarks, service marks, trade dress, trade names, domain names and other indicators of source, origin or goodwill, together with the goodwill associated therewith, (iv) copyrights, (v) computer software, (vi) designs, (vii) trade secrets and confidential information, (viii) inventions, technology, know-how, data, data collections and other proprietary information, (ix) other intellectual and industrial property of all types, (x) registrations and applications for registration of the foregoing, and (xi) all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, misappropriation, dilution, violation, or unlawful imitation, whether presently known or unknown, of the foregoing, in each case, owned by GEIS and which is the subject of the valuation in the report entitled "GE Global eXchange Services Intellectual Property Valuation for Tax Purposes," dated as of August 5, 2002, prepared by Standard & Poor's, a division of The McGraw-Hill Companies (collectively, "GEIS Intellectual Property"), including, without limitation, registrations and applications for registration of the foregoing that are listed on Schedule A attached hereto.

2. Recordation of Patents, Trademarks and Copyrights. If GEII 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, GEII shall bear all costs and fees associated with such recording. GEIS 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 GEII.

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.

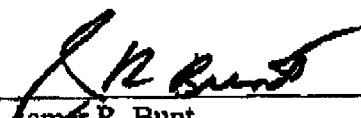
4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

GE INFORMATION SERVICES, INC.

GE INVESTMENTS, INC.

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

By:   
Name: James R. Bunt  
Title: President


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.

GE INFORMATION SERVICES, INC.

GE INVESTMENTS, INC.

By:   
Name: \_\_\_\_\_  
Title: *John J. ...  
Vice President*

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

**SCHEDULE B**

**GEIS INTELLECTUAL PROPERTY**

**A. Trademark Registrations and Applications**

<b>Title</b>	<b>Country</b>	<b>Reg. No./Appl. No.</b>
VCS-EXCEL	US	2,214,084
TPN POST	US	2,269,363