

11-08-2002

Form PTO-159
(Rev. 10/02)
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Tab settings



102276580

RM COVER SHEET
RKS ONLY

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):

Quorum Litigation Services, Inc.

10-29-02

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

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

2. Name and address of receiving party(ies)

Name: Quorum Litigation Services, LLC

Internal

Address:

Street Address: 950 Blue Gentian Road

City: Eagan State: MN Zip: 55121

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

Other 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 22, 2002

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

A. Trademark Application No.(s)
76389515
76188133

B. Trademark Registration No.(s) 2068497

Additional number(s) attached Yes No

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

Name: Eugene DePalma

Internal Address:

Street Address: 950 Blue Gentian Road

City: Eagan State: MN Zip: 55121

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- 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.

Michael Lindeman
Name of Person Signing

Michael Lindeman
Signature

10/25/02
Date

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

5

11/07/2002 TDIAZ1 00000187 76389515

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

01 FC:0521 40.00 OP
02 FC:0522 50.00 OP

**ATTACHMENT TO RECORDATION FORM
COVER SHEET**

Further Information

Part 1

Lanier Litigation Services DBA Quorum Litigation Services, Inc.

Corporation - State

SCHEDULE A

Trademarks And Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
Quorum (w/ circle symbol)	2068497	June 10, 1997
Of Counsel (service mark)	042976 (California)	January 12, 1994

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Red eQuorum	76188133	December 29, 2000
Quorum Litigation Services (w/circle symbol)	76389515	April 1, 2002

ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

WHEREAS, Lanier Litigation Services, Inc., a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 950 Blue Gentian Road, Eagan, Minnesota (the "Seller"), has adopted and used and is using the trademarks (the "Marks") identified on Schedule A attached hereto, and is the owner of the registrations and applications for registration of such Marks in the United States Patent and Trademark Office identified on such Schedule A;

WHEREAS, ReacQuorum, LLC, a limited liability company organized and existing under the laws of the State of Minnesota, having a place of business at 7803 Glenroy Road, Suite 300, Bloomington, Minnesota 55439 (the "Buyer"), is desirous of acquiring the Marks and the registrations thereof; and

WHEREAS, nothing contained in this Assignment of Trademarks and Trademark Applications shall expand, reduce or otherwise affect the indemnification rights of the parties under the Asset Purchase Agreement, dated October 22, 2002, by and among the Seller, the Buyer and Lanier Worldwide, Inc. (the "Purchase Agreement"). In the event of a conflict between this Assignment of Trademarks and Trademark Applications and the Purchase Agreement, the Purchase Agreement shall control;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Seller does hereby assign, sell and transfer unto the Buyer all right, title and interest in and to the Marks, together with (i) the registrations and applications for registration of the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations and applications thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations and applications thereof or such associated goodwill.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Seller, by its duly authorized officer, has executed this assignment this 22nd day of October, 2002.

LANIER LITIGATION SERVICES, INC.

By: Steve McBrayen
Name: Steve McBrayen
Title: V.P., CFO

STATE OF Georgia)
) ss.
COUNTY OF County of Henry)

On this 10 day of Oct., 2002, before me appeared Steve McBrayen the person who signed this instrument, who acknowledged that he is the VP, CFO of LLS, Inc and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

Quane S. Baggett
Notary Public

[Seal]

My commission expires:

Notary Public, Henry County, Georgia
My Commission Expires Jan. 3, 2006