

01-22-2003

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



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

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

1. Name of conveying party(ies):

**IBT Technologies, Inc.**

1.14.03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: **Embella, Inc.**

Internal

Address: \_\_\_\_\_

Street Address: **11108 County Down Drive**

City: **Austin** State: **Texas** Zip: **78747**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **Texas**
- 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: \_\_\_\_\_

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

A. Trademark Application No.(s)  
**76077526, 76032213**

B. Trademark Registration No.(s)  
**2548939, 2543919, 2463769, 2452470**

Additional number(s) attached  Yes  No

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

Name: **John C. Symington**

Internal Address: **Embella, Inc.**

Street Address: **11108 County Down Drive**

**901 South Mopac Expressway**

**78747**

City: **Austin** State: **Texas** Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ **165.00**

- 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.

**John C. Symington**

Name of Person Signing

Signature

**January 8, 2003**

Date

Total number of pages including cover sheet, attachments, and document: 2

01/22/2003 LMUELLER 00000014 76077526

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

01 FC:8521  
02 FC:8522

40.00 OP  
125.00 OP

**TRADEMARK**  
**REEL: 002652 FRAME: 0871**

EXHIBIT A

**BILL OF SALE AND ASSIGNMENT**

THAT, for and in consideration of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Marsha G. Milligan, Chapter 7 Trustee for the bankruptcy estate of IBT Technologies, Inc. ("Seller"), effective as of June 20, 2002, does hereby **SELL, CONVEY, ASSIGN, TRANSFER, and DELIVER** unto Embella, Inc. ("Purchaser"), all right title and interest in and to, all and singular, the "**Property**" as defined below and described in the Order Approving Trustee's Application to Sell Property of the Estate Free and Clear of Liens and Other Interests authorizing the sale from Seller to Purchaser (the "**Sale Order**"), which Sale Order is hereby incorporated herein by reference for all purposes, TO HAVE AND TO HOLD, all and singular, the same unto Purchaser, its successors and assigns, to its own use forever.

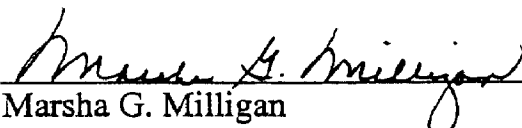
"Property" is defined as: All intellectual property assets of IBT Technologies, Inc. related to the application platform and related components for collaboration and rapid deployment of media-rich e-Learning, and claims thereof, to include any software, issued and pending patents, trade secrets, trademarks, copyrights, customer information, and all related contract rights including the rights to enforce employee and third party non-disclosure and non-competition agreements, as such agreements relate to the intellectual property being conveyed, as well as all related documents ("Intellectual Property") and the Dell Inspiron 7500 Notebook computer containing the Intellectual Property:

**This sale is made on an "as is" basis with no warranties, either express or implied.**

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of June 20, 2002.

**SELLER:**

**THE CHAPTER 7 BANKRUPTCY  
ESTATE OF IBT TECHNOLOGIES, INC.**

By:   
Marsha G. Milligan  
Chapter 7 Trustee

ORDER APPROVING TRUSTEE'S APPLICATION  
TO SELL PROPERTY OF THE ESTATE  
FREE AND CLEAR OF LIENS AND OTHER INTERESTS

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**RECORDED: 01/14/2003**

**TRADEMARK  
REEL: 002652 FRAME: 0872**