

02-13-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

R

102364374

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): Moody's Risk Management Services, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: MIS Quality Management Corp. Internal Address: Silverside Carr Executive Center Street Address: 501 Silverside Road, Suite 200 City: Wilmington State: DE Zip: 19809 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] 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: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: November 25, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 2/10/03 B. Trademark Registration No.(s) See Attachment Schedule A See Attachment Schedule B Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James D. Zalewa Internal Address: Two Prudential Plaza Street Address: 180 North Stetson Suite 4900 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 25 7. Total fee (37 CFR 3.41): \$ 640.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 1212-16

DO NOT USE THIS SPACE

9. Signature: James D. Zalewa Name of Person Signing Signature February 4, 2003 Date

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

FINANCE SECTION 10:10 AM 8 52

02/12/2003 ECOOPER 00000253 121216 76009004 01 FC:8521 40.00 CH 02 FC:8522 600.00 CH

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

TRADEMARK REEL: 002670 FRAME: 0904

Schedule A

U.S. Trademark Applications

Mark	Jurisdiction	Application Nos.
MOODY'S AVANTI	USA	76/069,001
MOODY'S BENCHMARK	USA	76/093,438
MOODY'S CAL	USA	76/092,699
MOODY'S COMMERCIAL ANALYSIS FOR LENDERS	USA	76/094,841
MOODY'S CRD	USA	76/094,840
MOODY'S CREDIT RESEARCH DATABASE	USA	76/092,437
MOODY'S DECISIONS	USA	76/068,820
MOODY'S EDECISIONS	USA	76/121,059
MOODY'S ENTREPRENEUR	USA	76/068,269
MOODY'S EXPERTISE	USA	76/068,279
MOODY'S FINANCIAL ANALYST	USA	76/092,348
MOODY'S RISK ADVISOR	USA	76/068,278
MOODY'S RISKCALC	USA	76/068,268

Schedule B

U.S. Trademark Registrations

Mark	Jurisdiction	Registration Nos.
ACCELERATE! EXPERTISE	USA	2,354,006
ACCELERATE! DECISION	USA	2,304,652
ACCELERATE! SUCCESS	USA	2,364,961
FAST ADVISOR	USA	1,573,048
LENDING ADVISOR	USA	1,507,082
LENDING ADVISOR	USA	1,506,883
SYNCORE	USA	1,542,477
SYNCORE	USA	1,537,252
SYNTOOLS	USA	1,494,218
SYNTOOLS	USA	1,494,039
UNDERWRITING ADVISOR	USA	1,505,826
UNDERWRITING ADVISOR	USA	1,507,911

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Agreement") is entered into as of November 18, 2002 ("Effective Date") by and between Moody's Risk Management Services, Inc., a Delaware corporation located at 1350 Treat Boulevard, Suite 400, Walnut Creek, California 94596 ("MRMS") and MIS Quality Management Corp., a Delaware corporation located at Suite 20, Silverside Carr Executive Center, 501 Silverside Road, Wilmington, Delaware 19809 ("Assignee").

INTRODUCTION

WHEREAS, MRMS owns all right, title and interest in and to, as well as the goodwill associated with, the trademarks, service marks and trade names set forth on Schedule A and domain names set forth on Schedule B (collectively, the "Trademarks");

WHEREAS, MRMS desires to assign the Trademarks to Assignee in consideration of receiving shares of Assignee's stock; and

WHEREAS, it is intended that the transfer of the Trademarks to Assignee in exchange for shares of its issued and outstanding stock will qualify as a tax free transaction of the type described in Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, MRMS and Assignee agree as follows:

TERMS AND CONDITIONS

1. Assignment. In consideration of receiving shares of Assignee's stock of equivalent value, MRMS hereby sells, assigns, transfers and sets over to Assignee, the entire right, title, interest in and to the Trademarks and the goodwill of the business associated with the Trademarks, including (without limitation) the right to sue for past infringements, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. MRMS further agrees to execute in the future any and all documents reasonably necessary to effect this assignment, including (without limitation) any and all documents required under laws of the United States and foreign countries necessary to effect the assignment to Assignee of individual trademark or domain name applications or registrations. Without limiting the generality of the foregoing, to the extent that certain of the Trademarks cannot presently be assigned under applicable law, MRMS agrees to assign such applications upon filing of a Statement of Use or other document required under applicable law, or as the parties may otherwise mutually agree. To the extent that certain of the domain names cannot presently be assigned or transferred under applicable law or regulations, the parties will negotiate a mutually acceptable resolution. The Trademarks include Assignor's significant common law trademarks as well, which are intended to be listed on Schedule A. If the parties mutually determine after the effective date of this Agreement that other Trademarks exist, those marks will be added to the relevant Schedule. The

foregoing assignment is made subject to any and all existing trademark licenses granted by MRMS that apply to the Trademarks, including the licenses granted by MRMS to the joint ventures and affiliates identified on Schedule C. MRMS shall continue to exercise quality control with respect to any such licensees until such licenses are assigned or replaced with the consent of Assignee.

2. Limited Warranties.

(a) Each party represents and warrants to the other that (i) it has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement; (ii) it is not under any obligations, contractual or otherwise, to any other entity that might conflict, interfere, or be inconsistent with any of the provisions of this Agreement; and (iii) it shall comply in all material respects with all applicable laws, rules and regulations necessary for it to perform its obligations under this Agreement.

(b) Except as set forth on Schedule C, MRMS is not aware of any pending or threatened litigation, opposition proceedings, or disputes concerning the Trademarks. MRMS represents and warrants that subject to the disclosure on Schedule C it owns the Trademarks free and clear of all liens and other encumbrances and, also subject to the disclosure on Schedule C, to the best of its knowledge the Trademarks do not infringe the intellectual property rights or proprietary rights or contractual rights of any third parties.

(c) SECTIONS 2(A) AND 2(B) SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES BY MRMS IN CONNECTION WITH THE TRADEMARKS. MRMS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE TRADEMARKS INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Miscellaneous Terms.

3.1 Amendments/Waiver/Severability. No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

3.2 Section Headings. The section headings in this Agreement are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.

3.3 Governing Law. This Agreement is governed by the laws of the State of Delaware, without reference to its conflict of law principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods. The parties hereby consent to the exclusive jurisdiction of the courts, including the federal courts, located in Delaware, in any action arising out of or relating to this Agreement, and agree that any action arising out of or relating to this Agreement shall be maintained in the same jurisdiction. In the event of a dispute


arising out of or in connection with this Agreement, the party prevailing in such dispute shall be entitled to recover its reasonable expenses, costs and attorneys' fees, in addition to all other appropriate relief.

3.4 Further Assurances. Whenever reasonably requested to do so by a party to this Agreement, the other party shall do, execute and acknowledge and deliver all such acts, assignments, confirmations, consents and any and all such further instruments and documents, in form reasonably satisfactory to the requesting party, as shall be reasonably necessary or advisable to carry out the intent of this Agreement.

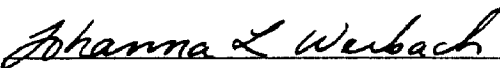
3.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including a facsimile, and all of which together shall be considered one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

MOODY'S RISK MANAGEMENT SERVICES, INC.

By: 
Name: ARNOLD G. NOE
Title: CFO
Date: 11/18/02

MIS QUALITY MANAGEMENT CORP.

By: 
Johanna Werbach, President
Date: 11/25/02