

RECORDATION FORM COVER SHEET  
TRADEMA

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

02-25-2003

To the Honorable Commissioner of Patents and Trademarks: Please refer to



reof.

1. Name of conveying party(ies):

Survey Sampling, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation  
☐ Other:

Citizenship/State of Incorporation/Organization: **Connecticut**

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: **January 31, 2003**

102372430

Name: **Survey Sampling International, LLC**

Street Address: **One Post Road**

City: **Fairfield** State/Country: **CT** ZIP: **06430**

- ☐ Individual(s)  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation  
☒ Other: **Limited Liability Company**

Citizenship/State of Incorporation/Organization: **Delaware**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)  
**75/846,293**

B. Trademark Registration No.(s)  
**2,672,578 (Serial Number 75/846,292)**  
**2,049,085**  
**1,737,015**  
**1,511,363**

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Elijah Cocks**

Internal Address: **Choate, Hall & Stewart**

Street Address: **Exchange Place**  
**53 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41)..... \$ **140.00**

- ☒ Enclosed  
☒ Authorized to be charged to deposit account (if underpayment)

8. Deposit account number: **03-1721**

(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.

**Elijah Cocks**

Name of person signing  
Reg. No. 47,499

Signature

Date

Total number of pages including cover sheet, attachments, and document: **5**

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

TRADEMARK  
REEL: 002677 FRAME: 0185

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of January 31, 2003 by and between Survey Sampling, Inc., a Connecticut corporation ("Assignor") and Survey Sampling International, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee and certain other parties have entered into a Purchase Agreement, dated as of December 31, 2002, pursuant to which Assignee shall acquire substantially all of the assets of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, trademark registrations and goodwill appurtenant thereto listed on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor will be transferring other assets to Assignee pursuant to a Bill of Sale, Assignment and Assumption Agreement of even date herewith; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts and delivered via facsimile, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as a sealed instrument as of the date first above written.

SURVEY SAMPLING, INC.

By: Beverly Weiman  
Name: Beverly Weiman  
Title: Pres / CEO

State of Connecticut )  
County of Fairfield )

ss.:

On this 29 day of January, 2003, before me appeared Beverly Weiman to me personally known, who, being by me duly sworn, did say that he is the Pres / CEO of Survey Sampling, Inc. and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Elaine S. Andersen  
Notary Public

[SEAL]

My commission expires: 11/20/07

Schedule A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>
SURVEYSPOT	75/846,293	10-Nov-1999	
SURVEYSPOT.COM	75/846,292	10-Nov-1999	
WORLDOPINION	097,454	01-May-1996	2,049,085
S DESIGN	74/268,098	22-Apr-1992	1,737,015
SURVEY SAMPLING, INC.	73/653,035	03-Apr-1987	1,511,363