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

RECORD & TRADEMARK



DEPARTMENT OF COMMERCE 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):

Trade Finances Services, Inc.

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

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

3. Nature of conveyance:

- Assignment (checked), Merger, Security Agreement, Change of Name, Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Bank One Corporation

Internal Address:

Address:

Street Address: 1 Bank One Plaza

City: Chicago State: IL Zip: 60670

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

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

A. Trademark Application No.(s) 2036752

B. Trademark Registration No.(s) 2,036,752

Additional number(s) attached Yes No

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

Name: Randall C. Neidenthal

Internal Address: OH1-10152

Street Address: 1111 Polaris Parkway

City: Columbus State: OH Zip: 43271-0152

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account (checked)

8. Deposit account number:

501975

DO NOT USE THIS SPACE

9. Signature.

Randall C. Neidenthal

Name of Person Signing

Signature

Signature

2/20/03

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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

03/03/2003 LNUJELLER 00000062 501975 2036752

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TRADEMARK REEL: 002681 FRAME: 0249

TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made as of Nov. 21, 2002, (the "**Effective Date**") by and between Trade Finances Services, Inc., a New Jersey corporation ("**Assignor**"), and Bank One Corporation, an Illinois corporation ("**Assignee**").

RECITALS

A. Assignor and Assignee are parties to that certain Service Agreement dated February 26, 1999 (the "**Agreement**") and pursuant to which Assignor agreed to sell to Assignee its service mark "Document Logistics", such service mark being registered with the U.S. Patent and Trademark office on February 11, 1997, Registration No. 2,036,752 (the "**Service Mark**").

B. Assignee has requested, pursuant to Section 8.3 of the Agreement that Assignor assign the Service Mark to Assignee. Assignor now desires to transfer to Assignee all of its rights, titles and interests in and to the Service Mark.

Therefore, the parties agree as follows:

1. Definitions. All terms used in this Assignment shall have the meanings given those terms in the Agreement unless otherwise defined herein or the context otherwise requires.

2. Assignment. For One Dollar (\$1.00) and good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor, through this instrument, grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, all of Assignor's rights, titles and interests (legal, equitable, use and otherwise), if any, in and to the Service Mark. Assignor grants the Assignee the rights to record the transfers made under this Agreement in the United States Patent and Trademark office and to register the Service Mark under the laws of any other jurisdiction to the extent that such registration is available, all at the cost of Assignee.

3. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Service Mark as Assignee may reasonably request from time to time to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's rights to the Service Mark.

4. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; and (ii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the assignment made hereby.

5. **Limitation.** Other than the representations and warranties set forth in Paragraph 4, Assignor makes no representations or warranties whatsoever to Assignee and without limiting the foregoing, Assignor specifically makes no representation or warranty regarding whether any third party has infringed the Service Mark; whether the Service Mark infringes any intellectual property of any third party or whether the Service Mark is capable of being registered under the laws of any jurisdiction. It is understood and agreed that the transfer contemplated hereby is for nominal consideration and that Assignee is acquiring the Service Mark solely in reliance upon its own due diligence respecting the validity of the Service Mark.

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

7. **Amendment.** No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

8. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach of default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

10. **Governing Law.** The laws of the State of New Jersey (other than those which pertain to conflicts of law) shall govern this Assignment, irrespective of the fact that one of the parties is or may become a resident of a different state.

The parties have executed this Assignment as of the Effective Date.

Trade Finance Services, Inc.
A New Jersey corporation

By: [Signature]
Its: President

Bank One Corporation
an Illinois corporation

By: Lisa Luetymacher
Its: ANP - Export Product Manager