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04-11-2003

To the Honorable Commissioner of Patents and Trademarks

102417359

with the attached original documents or copy thereof.

1. Name of conveying party(ies):  
ePredix Holdings, Inc.

301 APR -9 AM 11: 22

**FINANCE SECTION**

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

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

2. Name and address of receiving party(ies):  
Name: ePredix, Inc.  
Internal Address: Suite 1300  
Street Address: 225 South 6<sup>th</sup> Street  
City Minneapolis State MN ZIP 55402

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 03/24/2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark registration No.(s) 1773495, 2077903, 2250165

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John Pickerill  
Internal Address: Fredrikson & Byron, P.A.  
4000 Pillsbury Center  
Street Address: 200 Sixth Avenue South  
City: Minneapolis State: MN ZIP 55402-1425

6. Total number of applications and registrations involved: 3

04/10/2003 GTOM11 00000139 1773495

01 FC:0521 40.00 00  
02 FC:0522 50.00 00

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 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. Pickerill      John C. Pickerill      3/31/03  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments and document: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project, (0651-0011). Washington, D.C. 20503

TRADEMARK ASSIGNMENT

WHEREAS, ePredix Holdings, Inc., a Delaware corporation having offices at 225 South Sixth Street, Suite 1300, Minneapolis, MN 55402 (hereinafter "Assignor"), is the owner of all rights in certain trademarks and the associated applications and registrations set forth in Exhibit A hereto (hereinafter "the Marks"); and

WHEREAS, ePredix, Inc., a Delaware corporation having offices at 225 South Sixth Street, Suite 1300, Minneapolis, MN 55402 (hereinafter "Assignee"), is desirous of acquiring the Marks; and

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith.

This Assignment includes all rights in the nature of trademark, service mark, and trade name rights in the U.S. and the world, as well as the right to sue for past infringement by any third party.

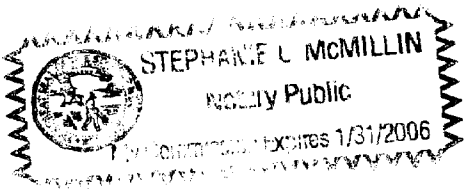
Assignor agrees to execute any additional documents presented to Assignor by Assignee which are or may be reasonably necessary to evidence or perfect the assignment, including those reasonably necessary to effectuate the recordation of the assignment.

ePredix Holdings, Inc.

By: [Signature]  
Print Name: LeRoy E. MARTIN  
Its: CEO

ePredix, Inc

By: [Signature]  
Print Name: LeRoy E. MARTIN  
Its: CEO



STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF HENNEPIN )

On this 24 day of March, 2003, before me appeared LeRoy Martin of ASSIGNOR, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of said company with authority to do so.

Notary Public: [Signature]

# EXHIBIT A

## Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
EADVISOR	U.S.	76/046,602	May 11, 2000
PDI EMPLOYMENT INVENTORY	U.S.	73/622,413	September 26, 1986
EADVISOR	European Union	1939099	November 6, 2000
EADVISOR	Canada	107991500	October 20, 2000

## Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
DEVELOPMENTOR (stylized)	U.S.	2250165	June 1, 1999
DEVELOPMENTOR	U.S.	2077903	July 8, 1997
SELECTING FOR SUCCESS	U.S.	1773495	January 17, 1992
DEVELOPMENTOR	European Union	692418	May 10, 1999
DEVELOPMENTOR	Canada	TMA520988	January 4, 2000