

04-16-2003

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



T 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):

Illumitek, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 04/02/2003

2. Name and address of receiving party(ies)

Name: SPSS Inc.

Internal Address: Anthony Ciro

Street Address: 233 S. Wacker Drive, 11th Flr.

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State a Delaware corporation 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) 76/072,389

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Ryndak & Suri

Internal Address: Mark K. Suri

Street Address: 30 N. LaSalle Street

Suite 2630

City: Chicago State: IL Zip: 60602

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

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mark K. Suri, Reg. No. 36,024 Name of Person Signing

Signature

April 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002713 FRAME: 0053

TRADEMARK ASSIGNMENT

WHEREAS, Illumitek, Inc., a Delaware corporation, ("Assignor"), desires to assign all right, title and interest to the mark "nVIZn," United States Trademark Application No. 76/072,389, and any and all good will associated therewith, and to any and all causes of action that have or may have accrued thereunder (collectively the "Assigned Mark") to SPSS Inc., a Delaware corporation ("Assignee" or "SPSS");

WHEREAS, Assignor and SPSS are parties to that certain Patent, Trademark and Copyright Mortgage dated on or about April 20, 2000, (the "Mortgage");

WHEREAS, Assignor and SPSS are parties to that certain agreement entitled "Loan Agreement," effective as of January 1, 2001;

WHEREAS, Assignor has committed an Event of Default, as that term is used in for Mortgage and defined in the Loan Agreement by failing to pay SPSS money it owed to SPSS;

WHEREAS, pursuant to the Mortgage, Assignor has authorized SPSS to make any officer of SPSS Assignor's attorney in fact to, among other things, assign the Assigned Mark and execute any papers necessary to do so;

WHEREAS, pursuant to the Mortgage, SPSS has appointed its agent and Vice President and General Counsel, Anthony Ciro, as Illumitek's attorney-in-fact with the authority to execute papers on behalf of Illumitek;

WHEREAS, Assignor and SPSS are parties to that certain agreement entitled "Assignment and Release," effective as of October 31, 2002, whereby Assignor agreed to assign its rights in the Assigned Mark to SPSS; and

WHEREAS, Assignor desires to execute for recordation an assignment of the Assigned Mark.

1. Consideration/Grant of Rights to Trademark. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor hereby grants, conveys, transfers, alienates and assigns, *nunc pro tunc* as of October 31, 2002, to Assignee, for and throughout the world, Assignor's rights, title and interest (legal, equitable, use and otherwise) in and to the Assigned Mark all : (i) the right to file, prosecute and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iv) all good-will associated with the Assigned Mark; and (v) the business of Assignor to which the Assigned Mark pertained.

2. Further Instruments. Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Assigned Mark as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any

such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Assigned Mark and all claims or rights thereunder.

3. No Retained Rights. Assignor's assignment of the Assigned Mark to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Assigned Mark, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Assigned Mark. Assignor acknowledges and agrees that the Assigned Mark constitutes the sole and exclusive property of Assignee.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and on Assignor and its successors.

5. Authorization. Assignor represents and warrants that the person signing this Assignment on behalf of Assignor is the duly appointed true and lawful attorney-in-fact for Assignee and has all necessary power and authority to sign this Assignment on behalf of Assignor and that Assignor has full power and authority: (i) to enter into this Assignment; (ii) to grant to SPSS all rights in and to the Illumitek Patent Application; and (iii) to perform all of its obligations under this Assignment.

6. Conflict. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

7. Complete Understanding; Amendment. This Assignment clarifies and supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Assignment. This Assignment constitutes the complete understanding between the parties. 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. Applicable Law. The laws of the State of Illinois shall govern all aspects of this Assignment. The parties shall submit all disputes which arise under this Assignment to the state or federal courts located in Chicago, Illinois for resolution.

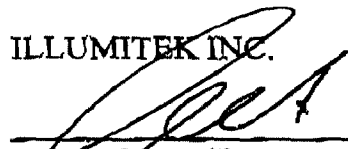
9. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall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

10. 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 or 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.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment in favor of Assignee as of the 2nd day of April, 2003.

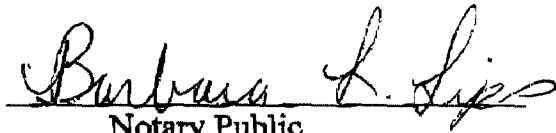
ILLUMITEK INC.


By: Anthony Ciro
Title: Attorney-In-Fact for Illumitek

WITNESS my hand and seal this 2nd day of April, 2003.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 2nd day of April, 2003, I, a notary public in and for the county and state aforesaid, received the foregoing document bearing the signature of Anthony Ciro, to me personally known, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, who signed and delivered this instrument as his voluntary act.


Notary Public
My Commission Expires:

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