

09-24-2003

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Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102541887

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1-23-03

<p>1. Name of conveying party(ies): Moody's Investors Service, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>MIS Quality Management Corp.</u> Internal Address: <u>Silverside Carr Executive Center</u> Street Address: <u>301 Silverside Road, Ste. 20</u> City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19809</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document (com assignment)) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 18, 2002</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ <u>See Attachment Schedule A</u> B. Trademark Registration No.(s) _____ <u>See Attachment Schedule B</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>James D. Zalewa</u> Internal Address: <u>Two Prudential Plaza</u> Street Address: <u>180 North Stetson Street</u> <u>Suite 4900</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: <u>12</u></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>315.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>1212-16</u> FEE OK</p>

DO NOT USE THIS SPACE

9. Signature.

James D. Zalewa
Name of Person Signing

James D. Zalewa
Signature

17 JAN 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

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

Schedule A
U.S. Trademark Applications

Mark	Application Number
CDO NAVIGATOR	76/338,953
CREDIT PULSE	78/161,082
M & CIRCLE DESIGN	76/357,418
M-CLAS	78/174,863
MOST	76/304,252

Schedule B

U.S. Trademark Registrations

Mark	Registration Number
AAA & Design	1,753,891
CCR LOGO	1,299,881
CORPORATE VISIBILITY	1,362,324
M & DESIGN	864,671
MOODY'S	871,497
MOODY'S	871,342
RED-YELLOW-GREEN	2,547,258

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Agreement") is entered into as of November 18, 2002 ("Effective Date") by and between Moody's Investors Service, Inc., a Delaware corporation located at 99 Church Street, New York, New York 10007 ("Moody's") 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, Moody's 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, Moody's 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, Moody's and Assignee agree as follows:

TERMS AND CONDITIONS

1. **Assignment.** In consideration of receiving shares of Assignee's stock of equivalent value, Moody's 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. Moody's 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, Moody's 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 Moody's that apply to the Trademarks, including the licenses granted by Moody's to the joint ventures and affiliates identified on Schedule C. Moody's 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, Moody's is not aware of any pending or threatened litigation, opposition proceedings, or disputes concerning the Trademarks. Moody's 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 MOODY'S IN CONNECTION WITH THE TRADEMARKS. MOODY'S 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 INVESTORS SERVICE, INC.

MIS QUALITY MANAGEMENT CORP.

By: *J. Dering*

By: *Johanna L. Werbach*
Johanna Werbach, President

Name: JEANNE DERING

Title: SVP AND CHIEF FINANCIAL OFFICER