

05-22-2003



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

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

102454026

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Teletron, L.P.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 2/14/03

2. Name and address of receiving party(ies)

Name: Symphony Service Corp., Inc.  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 4015 Miranda Avenue, 2nd Floor  
 City: Palo Alto State: CA Zip: 94304

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

B. Trademark Registration No.(s) See attached  
Schedule A  
\_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Karen A. McGee  
 Internal Address: Barnes & Thornburg  
 \_\_\_\_\_  
 Street Address: 750 17th Street, NW, Suite 900  
 \_\_\_\_\_  
 City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Karen A. McGee  
Name of Person Signing

*Karen A McGee*  
Signature

5/14/03  
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

05/21/2003 LMUELLER 00000147 2568662

01 FC:8521  
02 FC:8522

40.00 OP  
150.00 OP

TRADEMARK  
REEL: 002737 FRAME: 0862

**SCHEDULE A**

**Continuation of Block 4**

<b>Mark</b>	<b>Registration No.</b>	<b>Issued</b>	<b>Assignee</b>
Virtual Analyst	2,568,662	5/07/02	Teletron, L.P.
Virtual Telecom Analyst	2,568,672	5/07/02	Teletron, L.P.
VIPP	2,366,523	7/11/00	Teletron, L.P.
TCAD	2,428,199	2/13/01	Teletron, L.P.
TELETRON	2,103,503	10/07/97	Teletron, L.P.
Virtual Analyst	2,560,677	4/09/02	Teletron, L.P.
TELETRON	2,624,494	9/24/02	Teletron, L.P.

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This Assignment of Servicemarks and Trademarks made as of the 14<sup>th</sup> day of February 2003, by the bankruptcy estate of **Teletron, L.P.**, a Delaware limited partnership ("Assignor"), to **Symphony Service Corp., Inc.**, a Delaware corporation ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

[signature page immediately follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

**ASSIGNOR:**

**TELETRON, L.P., A DELAWARE LIMITED PARTNERSHIP**

**By: Teletron Management, Inc., its general partner**

By: \_\_\_\_\_



Timothy C. Lybrook, President

ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Timothy C. Lybrook, known to me to be the President of Teletron Management, Inc., the general partner of Teletron, L.P., a Delaware limited partnership, who, being first duly sworn, executed the foregoing Assignment of Servicemarks and Trademarks for and on behalf of said limited partnership.

Witness my hand and Notarial Seal this 14<sup>th</sup> day of February 2003.

Maria E. Watts  
Signature Notary Public  
Printed Name: Maria E. Watts  
My Indiana County of Residence: Monroe  
My commission expires: 12/23/09

**SCHEDULE A**

<b>Mark</b>	<b>Registration No.</b>	<b>Issued</b>	<b>Assignee</b>
Virtual Analyst	2,568,662	5/07/02	Teletron, L.P.
Virtual Telecom Analyst	2,568,672	5/07/02	Teletron, L.P.
VIPP	2,366,523	7/11/00	Teletron, L.P.
TCAD	2,428,199	2/13/01	Teletron, L.P.
TELETRON	2,103,503	10/07/97	Teletron, L.P.
Virtual Analyst	2,560,677	4/09/02	Teletron, L.P.
TELETRON	2,624,494	9/24/02	Teletron, L.P.

INDS01 EWF 545593v4