

05-30-2003



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

5-19-03

RECORDATION TRADEM. 102460041

DEPARTMENT OF COMMERCE Patent and Trademark Office

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):

Workfoce Logistics 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: 04/01/03

2. Name and address of receiving party(ies)

Name: Schedulebrain Inc. Internal Address: c/o Workbrain Corporation

Street Address: 250 Ferrand Drive, Suite 1200

City: Toronto, Ontario State: Zip: M3C 3G8

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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) 2,546,033

2,593,153

Additional number(s) attached Yes No

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

Name: Pamela J. Cyngier

Internal Address: Jones Day

Street Address: North Point

901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-1432

DO NOT USE THIS SPACE

9. Signature.

Pamela J. Cyngier Name of Person Signing

Pamela Cyngier Signature

5/14/03 Date

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

8

05/29/2003 ECOOPER 00000126 501432 2546033

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

01 FC:0521 40.00 CH 02 FC:0522 25.00 CH

TRADEMARK REEL: 002743 FRAME: 0063

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of April 1, 2003, is made by and between Workforce Logistics Inc., a Delaware corporation ("Assignor"), and Schedulebrain Inc., a corporation organized under the laws of Ontario, Canada ("Assignee").

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, effective as of even date herewith (the "Asset Purchase Agreement"), by and among Assignor, Assignee and Workbrain Corporation, a corporation organized under the laws of Ontario, Canada and the parent company of Assignee, Assignor will sell, assign, transfer, convey and deliver to Assignee or a subsidiary or Affiliate of Assignee designated by Assignee, and Assignee (and/or such designee) has agreed to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Purchased Assets, which assets include all Intellectual Property Rights of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations identified and set forth on Schedule A hereto, together with all of the goodwill of Assignor's business to which the trademarks relate and the business concepts symbolized thereby, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor's right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration (including the premises and covenants set forth in the Asset Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not defined in this Trademark Assignment have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under the Marks together with all of the goodwill of Assignor's business to which the Marks relate, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Closing Date or thereafter, including but not limited to all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation of Transfer. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other similar foreign governmental authority to record Assignee as the assignee and owner of the Marks, as described in Section 2 of this Trademark Assignment.

4. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, without further compensation, cooperation and assistance at Assignee's request and expense (including but not limited to the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Trademark Assignment; (2) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (3) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks and this Trademark Assignment, including but not limited to testifying as to any facts relating to the Marks assigned herein and this Trademark Assignment; and (4) obtaining any additional trademark protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

5. No Liens. Assignor hereby represents and warrants that its right, title and interest in and to the Marks set forth on Schedule A are free and clear of any Liens, that it has full right to assign all of its interest therein, and that it has not executed and will not execute any agreement or other instrument in conflict with this Trademark Assignment.

6. Construction. This Trademark Assignment is delivered pursuant to and is subject to the terms of the Asset Purchase Agreement. In the event that any provision of this Trademark Assignment is construed to conflict with any provision of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall be deemed controlling.

7. Binding Effect; Assignment. This Trademark Assignment shall bind and shall inure to the benefit of the respective parties and their respective successors and permitted assigns.

8. No Third Party Beneficiary. Nothing in this Trademark Assignment is intended to confer upon any other person except Assignor and Assignee any rights or remedies hereunder or shall create any third party beneficiary rights in any Person.

9. Governing Law. The validity, interpretation and effect of this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the Laws that might otherwise govern under principles of conflicts of law thereof, except to the extent that certain matters are preempted by federal law or are governed by the laws of the jurisdictions of organization of Assignor and Assignee.

10. Counterparts. This Trademark Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by Assignor and Assignee as of the date first above written.

WORKFORCE LOGISTICS INC.

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

Name: *Kenneth G. O'Brien*

Title: *President and Chief Executive Officer*

SCHEDULEBRAIN INC.

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

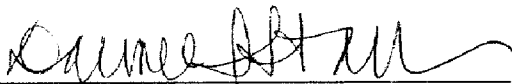
Name:

Title:

STATE OF NEW YORK            )  
  ss:  
COUNTY OF NEW YORK        )

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Kenneth G. O'Brien, personally known to me (or satisfactorily proven) to be the person who signed the foregoing Trademark Assignment on behalf of Workforce Logistics Inc. as an authorized officer thereof, personally appeared before me in said jurisdiction and, as such authorized officer, acknowledged the same to be the act and deed of said corporation, and that such person executed and delivered the same as such.

WITNESS my hand and official seal this 22<sup>nd</sup> day of April, 2003.

  
\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

**DAIMEE I. STADLER**  
**Notary Public, State Of New York**  
**No. 02ST6067602**  
**Qualified In New York County**  
**Commission Expires December 10, 2005**

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by Assignor and Assignee as of the date first above written.

WORKFORCE LOGISTICS INC.

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULEBRAIN INC.

By: David Ossip  
Name: David Ossip  
Title: President & Director

Country	Title of Mark	Register	Registration No.	Issue Date
USA	eRoster LOGO	Principal	2,546,033	3/12/02
USA	eRoster	Supplemental	2,593,153	7/9/02



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark: eRoster  
Registration No.: 2,593,153  
Registered: July 9, 2002  
Registrant: Schedulebrain Inc.

Mail Stop Assignment Fee  
Director of the US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

DESIGNATION OF DOMESTIC REPRESENTATIVE

Jones Day, whose postal address is North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114, is hereby designated registrant's representative upon whom notice or process in proceedings affecting the assignment of this mark may be served.

Schedulebrain Inc.

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

  
Alon S. Ossip  
Secretary

Date: 5/12, 2003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark: Miscellaneous Design

Registration No.: 2,546,033

Registered: March 12, 2002

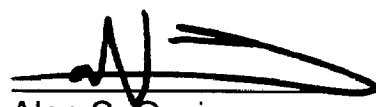
Registrant: Schedulebrain Inc.

Mail Stop Assignment Fee  
Director of the US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

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Jones Day, whose postal address is North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114, is hereby designated registrant's representative upon whom notice or process in proceedings affecting the assignment of this mark may be served.

Schedulebrain Inc.

By:   
Alon S. Ossip  
Secretary

Date: 5/12, 2003