

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANSCENDER LLC		12/18/2003	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	SELF TEST SOFTWARE, INC.
Street Address:	4651 SANDY PLAINS RD
Internal Address:	STE 104
City:	ROSWELL
State/Country:	GEORGIA
Postal Code:	30075
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1818836	TRANSCENDER
Registration Number:	1818837	EXAMINATOR
Registration Number:	1840373	

CORRESPONDENCE DATA	
Fax Number:	(212)370-1819
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-661-1400
Email:	rkadden@vonmaltitz.com
Correspondent Name:	Ronald S. Kadden
Address Line 1:	60 East 42nd Street, Suite 4410
Address Line 4:	New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	2796
-------------------------	------

NAME OF SUBMITTER:	Ronald S. Kadden
--------------------	------------------

OP \$90.00 1818836

Total Attachments: 4

source=TransPage1#page1.tif

source=TransPage2#page1.tif

source=TransPage3#page1.tif

source=TransPage4#page1.tif

Execution Copy

TRADEMARK ASSIGNMENT

This Assignment, dated as of December 22, 2003 with effect as of December 31, 2003 (the "Trademark Assignment"), between TRANSCENDER LLC, a Delaware limited liability company ("Assignor") and SELF TEST SOFTWARE, INC., a Georgia corporation ("Assignee").

WHEREAS, Assignor owns the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"); and

WHEREAS, by an Asset Purchase Agreement, dated as of December 22, 2003 with effect as of December 31, 2003, Assignor has agreed to assign and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the Trademarks, together with all of the goodwill associated therewith, and all rights to claims of past infringement thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications therefor and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue and to collect damages and payments for claims of past or future infringements or misappropriations thereof.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

TRADEMARK

REEL: 002782 FRAME: 0383

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

TRANSCENDER LLC

By: Vincent Chippari
Name: VINCENT CHIPPARI
Title: EXEC VICE PRESIDENT

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

On this 18th day of December, 2003, before me personally appeared Vincent Chippari to me personally known, who, being duly sworn, did say that he is the Exec. V.P. of TRANSCENDER LLC that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

Barbara A. Isacson
Notary Public

BARBARA A. ISACSSON
Notary Public, State of New York
No. 01H04604928
Qualified in Westchester County
Commission Expires April 30, 2007

SELF TEST SOFTWARE, INC.

By: _____
Name:
Title:

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

On this ____ day of _____, 2003, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he is the _____ of SELF TEST SOFTWARE, INC., and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

12/19/2003

11:57

KAPLAN LEGAL → 12127289781

NO. 422 0006

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

TRANSCENDER LLC


By: _____
Name:
Title:

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

On this _____ day of December, 2003, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he is the _____ of TRANSCENDER LLC that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

SELF TEST SOFTWARE, INC.

By: 
Name: *Ross Hamacher*
Title: *Vice President*

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

On this _____ day of _____, 2003, before me personally appeared Ross Hamacher, to me personally known, who, being duly sworn, did say that he is the VICE PRESIDENT of SELF TEST SOFTWARE, INC., and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

FRANCIS X. SANTANGELO
Notary Public, State Of New York
No. 025A6057912
Qualified in New York County
Commission Expires April 30, 2007

SCHEDULE A

TRADEMARK	COUNTRY	REG. NO.	REG. DATE
Transcender	U.S.	1,818,836	2/1/94
Examinator	U.S.	1,818,837	2/1/94
Design of a double helix inside a transistor	U.S.	1,840,373	6/21/94

110623.00015/1307620.1

TRADEMARK**RECORDED: 01/22/2004****REEL: 002782 FRAME: 0386**