

07-24-2003

Form PTO-1594

RE



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

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

102505114

Tab settings

RE

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

1. Name of conveying party(ies):

(SI International, Inc)
S Bradford Antle 2-19-03

- 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: November 15, 2002

2. Name and address of receiving party(ies)

Name: Mary Anne Winbey

Internal Address:

Street Address: 5001 LBJ Frwy, Ste 700

City: Dallas State: Tx Zip: 75244

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

Other Sole proprietor

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)

2,257,685

Additional number(s) attached Yes No

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

Name: Mary Anne Winbey

Internal Address:

Street Address: 5001 LBJ Frwy, Ste 700

City: Dallas State: Tx Zip: 75244

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.

Mary Anne Winbey
Name of Person Signing

Mary Anne Winbey
Signature

Date

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

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

TRADEMARK

REEL: 002784 FRAME: 0122

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

1. Name of conveying party(ies):

SI International names

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

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

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(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

02/26/2003 01 FC:MSZ

Name of Person Signing

Signature

Date

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

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

ASSIGNMENT

WHEREAS, SI INTERNATIONAL, INC. a Delaware corporation, having an address of 8484 Westpark Drive, Suite 630, McLean, Virginia 22102 (hereinafter "ASSIGNOR") adopted, used and is using the mark PEAK PERFORMANCE SOLUTIONS and is the record owner of United States Registration No. 2,257,685 of said mark; and

WHEREAS, PEAK PERFORMANCE SOLUTIONS, a sole proprietorship, having an address of 5001 LBJ Freeway, Suite 700, Dallas, Texas 75244 (hereinafter "ASSIGNEE"), has acquired all rights, title and interest in and to the mark PEAK PERFORMANCE SOLUTIONS, together with the goodwill symbolized thereby and the business associated therewith, and United States Registration No. 2,257,685 of said mark, and is desirous of making said acquisition of record;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, ASSIGNOR hereby confirms that it has sold, assigned, transferred and conveyed and does hereby sell, assign, transfer and convey to ASSIGNEE all rights, title and interest in and to the mark PEAK PERFORMANCE SOLUTIONS, the goodwill symbolized thereby and the business associated therewith, and United States Registration No. 2,257,685 of said mark, *nunc pro tunc* as of November 19, 2002.

SI INTERNATIONAL, INC.

By: _____

Title: President _____

STATE OF _____)

COUNTY OF _____)

Signed before me this _____ day of _____, 2002.

Notary Public

SEAL

My commission expires: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), effective as of the 15th day of November 2002, is by and between PEAK PERFORMANCE SOLUTIONS, a sole proprietorship, 5001 LBJ Freeway, Suite 700, Dallas, Texas 75244 (hereinafter "LICENSOR") and SI INTERNATIONAL, INC., a Delaware corporation, with an address of 8484 Westpark Drive, Suite 603, McLean, Virginia 22182 (hereinafter "LICENSEE").

WHEREAS, LICENSOR is the owner of the name and mark to be licensed to LICENSEE under and in accordance with this Agreement, and is the owner of the United States trademark Registration No. 2,257,685; and

WHEREAS, it is the mutual desire and intention of the parties hereto that the LICENSEE and its parent, subsidiaries, affiliates and their authorized representatives (the "LICENSEE PARTIES") be authorized and permitted by LICENSOR to use the "Peak Performance Solutions" trademark covered by Registration No. 2,257,685 in the class(es) covered by such registration (hereinafter the "LICENSED MARK") in connection with the delivery of information technology, telecommunications, and network solutions products and services by the LICENSEE PARTIES (hereinafter the "LICENSED SERVICES") in the manner of and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties set forth below and other good and valuable consideration, the sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

I. GRANT

LICENSOR grants to the LICENSEE PARTIES a non-exclusive, royalty-free, perpetual, transferable license to use the LICENSED MARK in connection with the LICENSED SERVICES.

II. USE OF THE LICENSED MARK

LICENSEE PARTIES will use the LICENSED MARK in connection with the LICENSED SERVICES.

III. QUALITY CONTROL

LICENSEE PARTIES' use of the LICENSED MARK and the nature and quality of the LICENSED SERVICES rendered by LICENSEE under the LICENSED MARK will be substantially in accordance with reasonable standards and specifications established by LICENSOR, and provided to LICENSEE.

IV. OWNERSHIP

- A. LICENSOR represents and warrants that the LICENSED MARK is valid, is the exclusive property of LICENSOR, and, therefore, can lawfully be used only with the express license or consent of LICENSOR.

- B. LICENSEE will not knowingly cause the LICENSED MARK, or the validity thereof, to become impaired.

V. TERMINATION

- A. Unless sooner terminated by LICENSEE, this Agreement shall continue in full force and effect until terminated upon the mutual consent of the parties or otherwise in accordance with ¶ V.B.
- B. LICENSEE may terminate this Agreement for convenience upon written notice to the LICENSOR.

VI. INDEMNITY

- A. LICENSOR will indemnify LICENSEE against any loss or losses incurred through actions or lawsuits by third parties against LICENSEE for trade name, trademark or service mark infringement, trademark or service mark dilution, unfair competition and/or trade dress infringement arising out of use of the LICENSED MARK by the LICENSEE PARTIES, and will hold the LICENSEE PARTIES harmless for any damages, attorney's fees or otherwise which LICENSEE PARTIES may be required to pay as a result of any such claims, actions or lawsuits being asserted against LICENSEE PARTIES. In any such claim, action or lawsuits brought by any third party against the LICENSEE PARTIES for trade name, trademark or service mark infringement, trademark or service mark dilution, unfair competition and/or trade dress infringement, LICENSOR will assume and control the defense of the litigation and select and compensate counsel to defend the litigation.
- B. The provisions of this ¶ VI. shall survive the termination of this Agreement.

VII. INFRINGEMENT

- A. LICENSEE will promptly notify LICENSOR of any conflicting use or infringement of the LICENSED MARK of which LICENSEE may become aware and cooperate with LICENSOR in reasonable manner, at the expense of the LICENSOR, to protect the validity and exclusivity of LICENSOR'S rights in the LICENSED MARK. It is expressly understood that LICENSEE will take no action in its own right to prosecute any such acts or conduct.
- B. In the event that an unauthorized third-party use(s) of the LICENSED MARK is brought to LICENSOR'S attention, LICENSOR will take steps to abate such use(s) at LICENSOR'S expense if LICENSOR, after investigation and evaluation of such unauthorized use(s), concludes that such use(s) constitutes an infringement of its rights and that there is a reasonable probability of success in taking action to abate such infringement.

VIII. GENERAL PROVISIONS

- A. Any notice required or permitted under the terms of this Agreement must be given by certified U.S. postal letter, postage prepaid and return receipt requested or via overnight

delivery from a nationally recognized courier service, addressed to the party's President (or other designee as furnished hereafter in writing) at the address stated at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.

- B. This Agreement may not be modified except in writing signed by the authorized representative of both parties.
- C. This Agreement shall be effective as of the date first above written and shall be binding upon and inure to the benefit of the parties hereto and their respective successors or permitted assigns as permitted by this Agreement.
- D. This Agreement and performance hereunder shall be interpreted in accordance with, and governed by the laws of the Commonwealth of Virginia without regard to its conflict of law principles.
- E. This Agreement constitutes the entire understanding between LICENSOR and LICENSEE regarding the subject matter hereof and may not be amended in any way except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first above written.

SI INTERNATIONAL, INC.

PEAK PERFORMANCE SOLUTIONS

By: _____

By: _____

Name: S. Bradford Antle

Name: Mary Anne Wihbey

Title: Chief Executive Officer

Title: Sole Proprietor

Date: _____

Date: _____

SEAL

My commission expires: _____

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WHEREAS, it is the mutual desire and intention of the parties hereto that the LICENSEE and its parent, subsidiaries, affiliates and their authorized representatives (the "LICENSEE PARTIES") be authorized and permitted by LICENSOR to use the "Peak Performance Solutions" trademark covered by Registration No. 2,257,685 in the class(es) covered by such registration (hereinafter the "LICENSED MARK") in connection with the delivery of information technology, telecommunications, and network solutions products and services by the LICENSEE PARTIES (hereinafter the "LICENSED SERVICES") in the manner of and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties set forth below and other good and valuable consideration, the sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

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- B. This Agreement may not be modified except in writing signed by the authorized representative of both parties.
- C. This Agreement shall be effective as of the date first above written and shall be binding upon and inure to the benefit of the parties hereto and their respective successors or permitted assigns as permitted by this Agreement.
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SI INTERNATIONAL, INC.

PEAK PERFORMANCE SOLUTIONS

By: S. B. Antle

By: Mary Anne Wihbey

Name: S. Bradford Antle
Pres. Dent

Name: Mary Anne Wihbey

Title: ~~Chief Executive Officer~~

Title: Sole Proprietor

Date: _____

Date: Dec 17, 2002