

Attorney Docket No. 15702-1

Form PTO-1594
(Rev. 03-01)
OMB No. 0851-0027 (exp. 5/31/2002)

Recordation Form Cover Sheet TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Business Development and Capital Advisors

Individual(s) Association

General Partnership Limited Partnership

Corporation California

Other _____

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: **The Leadership Institute**

Street Address: **One Market Plaza, Steuart Street
Tower, 12th Floor, San Francisco, California
94105**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: **California**

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **January 8, 2004**

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): **1,807,892**

Additional numbers attached? No

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

Name: **John A. Hughes, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200**

6. Total number of applications and registrations involved1

7. Total fee (37 CFR 3.41): **\$40.00**

Enclosed

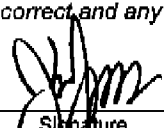
Authorized to be charged to deposit account

8. Deposit account number: **20-1430**

(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 is true and correct and any attached copy is a true copy of the original document.

John A. Hughes _____  _____ **1/30/04** _____
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: **3**

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

CH \$40.00 201430 1807892

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature hereinbelow, but shall be effective, *nunc pro tunc*, as of June 26, 1992. The assignment made by this instrument is from Business development and Capital Advisors, a California corporation having a current business address of One Market Plaza, Stuart Street Tower, 12th Floor, San Francisco, California 94105 (hereinafter "Assignor"), to The Leadership Institute, a California corporation having a current business address of One Market Plaza, Stuart Street Tower, 12th Floor, San Francisco, California 94105 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the marks **THE LEADERSHIP INSTITUTE** and **THE LEADERSHIP INSTITUTE & "LI" Design®** and the **"LI" Design**, including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress that include or comprise such marks, and United States applications and registrations therefor, including but not limited to the following (collectively herein "the Marks"):

**THE LEADERSHIP
INSTITUTE & "LI" Design®**

Reg. No. 1,807,892 - Issued Nov. 30, 1993

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

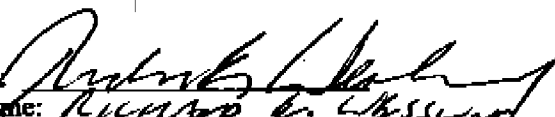
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

**BUSINESS DEVELOPMENT AND CAPITAL ADVISORS
ASSIGNOR**

Dated: 1/8, 2004

By: 
Name: Robert L. Johnson
Title: CEO