

9.803

09-12-2003



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To the Honorable Commissioner of Pa

shed original documents or copy thereof.

1. Name of conveying party(ies):

Applied Concepts, Inc.  
Applied Concepts Institute, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Florida - both
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Applied Concepts Institute, LLC.  
Address: 378 Devon Place  
City Lake Mary State: Florida ZIP: 32746

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Delaware limited liability company

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

Execution Date: August 29, 2003

4(a) Trademark Application No.(s)

76503199  
76503198  
78088525

4(b) Trademark Registration No.(s):

Additional numbers attached?  Yes  No

RECEIVED  
2003 SEP -8 AM 7:17  
OPR/FINANCE

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

Name: Peter G. Pappas, Esq.  
Address: Sutherland Asbill & Brennan LLP  
999 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) enclosed: \$90.00

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date given below.

ATTORNEY NAME:  
Peter G. Pappas

Total number of pages including cover sheet: 7

Attorney Docket No. 18509-0001

Peter G. Pappas  
Signature

Date: September 3, 2003

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

09/09/2003 ECOOPER 00000091 76503199

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP

AO 985151.1

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 29<sup>th</sup> day of August, 2003, by and between Applied Concepts, Inc., a Florida corporation having an address at 37 Skyline Drive, Suite 3113, Lake Mary, Florida 32746 and Applied Concepts Institute, Inc., a Florida corporation having an address at 37 Skyline Drive, Suite 3113, Lake Mary, Florida 32746 (collectively, "Assignors"), and Applied Concepts Institute, LLC, a Delaware limited liability company having an address at 378 Devon Place, Lake Mary, Florida, 32746, as follows:

WHEREAS, Assignors have adopted, used and are using the registered and common law trademarks and service marks set forth on Exhibit A ("Assigned Marks"; the Assigned Marks that are identified in Exhibit A as being the subject of a current United States trademark or service mark registration are referred to as the "Registered Marks"); and

WHEREAS, Assignors are willing to assign all of Assignors' right, title and interest in and to the Assigned Marks, including all goodwill pertaining thereto, to Assignee, and Assignee is willing to accept such assignment on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Marks. Assignors hereby transfer and assign all of their right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignors further transfer and assign the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on the applicable Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used, and shall at all times be given access to any and all resources of Assignors necessary to exercise such control.

Assignor covenants not to use or display the Assigned Marks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2. Further Assurances. Assignors shall execute and deliver such further instruments, and take such further actions, as may be necessary or desirable to evidence more fully the

transfer of ownership of the Assigned Marks to Assignee. Assignors therefore agree:

- (a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Marks;
- (b) To provide testimony and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Assigned Marks; and
- (c) To perform any other acts deemed necessary to carry out the intent of this Agreement.

Assignee is hereby authorized to record the form of transfer acknowledgment attached hereto as Exhibit B in the U.S. Patent and Trademark Office and any state's trademark office with respect to each Assigned Mark that is registered in such office.

4. Warranties. Assignors represent and warrant that (a) the applicable Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assigned Marks, free and clear of any liens, charges and encumbrances, (b) to the knowledge of Assignors, the Assigned Marks, as heretofore used in connection with Assignors' business, do not infringe the rights of any other person or entity, nor has the use of the Assigned Marks by Assignors otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. § 1114, or comparable laws of other jurisdictions, (c) to the knowledge of Assignors, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against Assignor, (d) Assignors have not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Assigned Marks in any way, and (e) this assignment does not violate any security agreement, indenture, order, or other instrument to which Assignors, or either of them, are a party.

5. Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, Assignors have executed this Agreement as of the date first above written.

APPLIED CONCEPTS, INC., a Florida corporation,  
Assignor

By   
Alex Nicholas, President

APPLIED CONCEPTS INSTITUTE, INC., a Florida corporation, Assignor

By: [Signature]  
Alex Nicholas, President

State of Florida

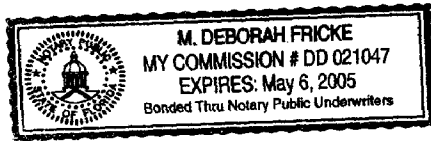
County of Seminole

Before me this 29<sup>th</sup> day of August, 2003, personally appeared Alex Nicholas, to me known to be a duly authorized President of the corporation on whose behalf he executed the foregoing assignment instrument and acknowledged to me that he executed it as a free act on behalf of such corporation for the purpose therein expressed.

[Signature]  
Notary Public  
State of Florida

My Commission Expires: 5/6/2005

[SEAL]



State of Florida

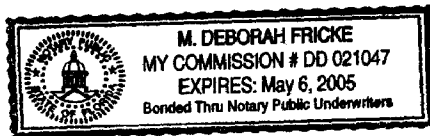
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[Signature]  
Notary Public  
State of Florida

My Commission Expires: 5/6/2005

[SEAL]



**EXHIBIT A**  
**ASSIGNED MARKS**

I. Registered Marks and Pending Applications

A. UNITED STATES

1. Registered Marks:

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
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B. STATE MARKS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
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II. Common Law Marks

**MEMORANDUM OF ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, Applied Concepts, Inc., a Florida corporation having an address at 37 Skyline Drive, Suite 3113, Lake Mary, Florida 32746 and Applied Concepts Institute, Inc., a Florida corporation having an address at 37 Skyline Drive, Suite 3113, Lake Mary, Florida 32746 (collectively, "Assignors"), HEREBY GRANT AND ASSIGN TO Applied Concepts Institute, LLC, a Delaware limited liability company having an address at 378 Devon Place, Lake Mary, Florida, 32746 ("Assignee"), all right, title and interest whatsoever, throughout the world in and to the registered marks and pending trademark applications identified in Schedule A hereto ("Assigned Marks"), to the full extent of the scope of use therein described, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks and the right to sue for all past, present and future infringements of the Assigned Marks, in perpetuity (or for the longest period of time otherwise permitted by law).

TO HAVE AND TO HOLD THE SAME, UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, FOR THE FULL DURATION OF ALL SUCH RIGHTS, AND ANY RENEWALS OR EXTENSIONS THEREOF.

This Assignment is made pursuant to that certain Trademark Assignment Agreement between Assignor and Assignee dated as of August 29, 2003.

[Signatures begin on next page.]

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of this 29<sup>th</sup> day of August, 2003.

APPLIED CONCEPTS, INC., a Florida corporation,  
Assignor

By: [Signature]  
Alex Nicholas, President

State of Florida

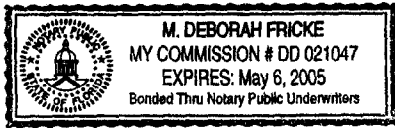
County of Seminole

Before me this 29<sup>th</sup> day of August, 2003, personally appeared Alex Nicholas, to me known to be the person who is described in and who executed the foregoing Memorandum of Assignment on behalf of the corporation named therein and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

[Signature]  
Notary Public  
State of Florida

My Commission Expires: 5/6/2005

[SEAL]



APPLIED CONCEPTS INSTITUTE, INC., a Florida corporation, Assignor

By: [Signature]  
Alex Nicholas, President

State of Florida

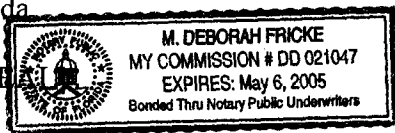
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[Signature]  
Notary Public  
State of Florida

My Commission Expires: 5/6/2005

[SEAL]



SCHEDULE A  
ASSIGNED MARKS



**APPLIED CONCEPTS TRADEMARKS**  
**August 27, 2003**

Trademarks applied for:

Item 1. Serial Number 76503199: Winning Decision Architecture

Item 2. Serial Number 76503198: STAFIT

Item 3. Serial Number 78088525: Client Insight (Re-applied for 8/20/03)

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