

2-2-04

02-04-2004

Form PTO-1594

(Rev. 10/02)

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

RECORDATION FOR TRADEMARK



DEPARTMENT OF COMMERCE
Trademark Office

Tab settings

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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):

Solutions Consulting, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Pennsylvania Corporation
- 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: 03/30/2000

2. Name and address of receiving party(ies)

Name: PSSC Acquisition Corporation

Internal

Address:

Street Address: 2300 W. Plano Parkway

City: Plano State: TX Zip: 75075

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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) 2,194,967

Additional number(s) attached Yes No

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

Name: Stanley R. Moore

Internal Address:

Street Address: Jenkins & Gilchrist, P.C.

1445 Ross Ave, Suite 3200

City: Dallas State: TX Zip: 75202

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:

10-0447 (underpayment/overpayment)

OPR/FINANCE
2004 FEB -2 AM 8:55

DO NOT USE THIS SPACE

9. Signature.

Stanley R. Moore

Name of Person Signing

Stanley R. Moore
Signature

Jan. 28, 2004
Date

Total number of pages including cover sheet, attachments, and document: 7

02/03/2004 LMUELLER 00000163 2194967

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

01 FC:8521

40.00 DP

TRADEMARK
REEL: 002908 FRAME: 0393

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of 3/30, 2000, between Solutions Consulting, Inc., a Pennsylvania corporation ("Seller"), and PSSC Acquisition Corporation, a Delaware corporation ("Buyer").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated March 1, 2000 (the "Purchase Agreement"), by and among Seller, Buyer, Perot Systems Corporation, a Delaware corporation, Mark G. Miller, a Pennsylvania resident, and Sanford B. Ferguson, a Pennsylvania resident, Seller will sell to Buyer substantially all the assets of Seller; and

WHEREAS, subject to the terms and conditions of this Assignment, Seller now desires to assign, transfer, grant, bargain, sell and deliver to Buyer, its successors and assigns, all right, title and interest in the intellectual property set forth on Exhibit A attached hereto (the "Intellectual Property"), together with the goodwill of the business of Seller associated with the Intellectual Property, and the entire right, title and interest in and to any and all claims and demands it may have either at law or in equity arising out of past, present or future infringement of the Intellectual Property:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby assign, transfer, grant, bargain, sell and deliver to Buyer, its successors and assigns, all right, title and interest in the Intellectual Property, together with the goodwill of the business of Seller associated with the Intellectual Property, and the entire right, title and interest in and to any and all claims and demands it may have either at law or in equity arising out of past, present or future infringement of the Intellectual Property

Seller hereby authorizes and requests the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Buyer as the owner of the Intellectual Property.

This Assignment is executed and delivered under and pursuant to the Purchase Agreement, the terms of which are incorporated herein by reference. Notwithstanding any other provision of this Assignment, nothing contained herein shall in anyway supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including without limitation, the representations, warranties, covenants and agreements of any of the parties to the Purchase Agreement, as set forth therein, this Assignment being intended

only to effect the transfer of the Intellectual Property to Buyer pursuant to the Purchase Agreement.

This Assignment shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of
March 30, 2000.

SOLUTIONS CONSULTING, INC., a
Pennsylvania corporation

By: [Signature]
Name: Sanford B. Ferguson
Title: President

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 30th day of March,
2000, by Sanford B. Ferguson, the President of Solutions Consulting, Inc., a
Pennsylvania corporation, on behalf of said corporation.

[S E A L]

[Signature]
Notary Public in and for
The State of Texas

My Commission Expires:

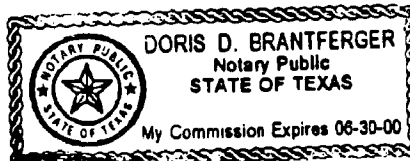


EXHIBIT A

INTELLECTUAL PROPERTY

| <u>Mark</u> | <u>Registration No.</u> | <u>Date of Registration</u> |
|----------------------|-------------------------|-----------------------------|
| Solutions Consulting | 2,194,967 | 10/13/98 |

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