



FORM PTO-1594  
1-31-92

RECORD#  
**TRAI**

03-12-2004

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks. Please record

1. Name of conveying party(ies): 3-8-04  
Fifth Third Bank

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

Additional name(s) of conveying parties(ies) attached:  Yes  No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: February 27, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/284,167

B. Trademark registration No.(s):

2,795,470; 2,056,336; 1,431,787; 2,373,211; 2,365,973; 1,581,239; and 2,408,640

Additional numbers attached?  Yes  No

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

Name: Angela M. Fifelski

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): ..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(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.*

Angela M. Fifelski  
Name of Person Signing

Signature

March 1, 2004  
Date

Total number of pages including cover sheet: 7

OMB No. 0651-0011 (exp 4/94)

**Do not detach this portion**

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

03/11/2004 LNUELLER 00000066 76284167

01 FC:0521  
02 FC:0522

40.00 OP  
175.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503 1326885.1

**TRADEMARK**  
**REEL: 002925 FRAME: 0685**

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of the 5<sup>th</sup> day of August, 2003, between Ontario Systems Corporation, an Indiana corporation having a mailing address at 123 East Adams Street, P.O. Box 2757, Muncie, Indiana 47307-0757 (together "Assignee") and Fifth Third Bank, Indiana (Central) having a mailing address at 251 North Illinois Street, #1000, Indianapolis, Indiana 46204 ("Bank").

### BACKGROUND

The Assignee and the Bank were parties to that certain Third Amended and Restated Credit Agreement dated as of February 2, 2001, as amended (collectively, the "Credit Agreement"). The Credit Agreement is subject to a certain "Second Amendment to Forbearance Agreement" dated February 24, 2003 ("Forbearance Agreement") executed by Assignee and other related parties. The Credit Agreement and the Forbearance Agreement describe or refer to all of the loan documents, including but not limited to, promissory notes and security agreements (collectively, "the Loan Documents") which relate to, evidence or secure the obligations of Assignee to Bank. In order to induce the Bank to execute and deliver the Forbearance Agreement, Assignee agreed to assign to Bank certain trademark rights. This Trademark Assignment is being executed by the Bank because all obligations of Assignee to Bank were fulfilled by August 5, 2003.

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. Bank hereby grants, assigns and conveys to Assignee (i) the entire right, title and interest in and to the trademark applications, registrations and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates; and (ii) to the extent permitted under any license or other agreement, all license agreements with any other person entered into in connection with any Trademarks or such other person's trademarks or trademark registrations or applications, including without limitation all tangible property covered by any of the licenses (collectively, the "Trademark Licenses").

2. Bank covenants and warrants that:

- (a) To the best of Bank's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of Bank's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third persons;
- (c) The Trademarks are assigned with unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Bank not to sue third persons;
- (d) Bank has the unqualified right to enter into this Assignment and perform its terms.

3. Bank represents that Assignee has completely satisfied all of the Loan Documents obligations, and Bank shall execute and deliver to Assignee all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignee full title to the Trademarks and Trademark Licenses.

4. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction. The

benefits and burdens of this Assignment shall inure to the benefit of and be binding upon respective successors and permitted assignees.

WITNESS the execution effective hereof under seal as of the day and year first above written.

BANK:

FIFTH THIRD BANK, INDIANA  
(CENTRAL)

By

Title:

VICE PRESIDENT

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF INDIANA )  
 ) ss:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27<sup>th</sup> day of FEBRUARY, 2004, personally appeared ANDREW M. CARDIMEN, to me known personally, and who, being by me duly sworn, deposes and says that he is the VICE PRESIDENT of Fifth Third Bank, Indiana (Central), and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation.

RITA C. HOLDEN  
SEAL  
NOTARY PUBLIC, STATE OF INDIANA  
MY COMMISSION EXPIRES JANUARY 4, 2009  
MARION COUNTY

Rita Holden  
Signature, Notary Public

Printed, Notary Public

My commission expires:

County of residency:

\_\_\_\_\_

\_\_\_\_\_

**Schedule A**

Owner	Reg. No.	Int. Class	Date	Mark	Filed	Serial No.
Ontario Systems Corp.		9		ARTIVA	7/12/01	76/284,166
Ontario Systems Corp.		9		ARTIVA (and Design)	7/12/01	76/284,167
Ontario Systems Corp.	2,056,336	9	4/22/97	CT VISION	11/28/95	75/025,216
Ontario Systems Corp.	1,431,787	9	3/10/87	FACS (and Design)	4/7/86	73/591,869
Ontario Systems Corp.	2,373,211	9	8/1/00	FACS CHECKWRITER (and Design)	4/29/97	75/283,466
Ontario Systems Corp.	2,365,973	9	7/11/00	GC MVP	1/14/99	75/622,585
Ontario Systems Corp.	1,581,239	9	2/6/90	GUARANTEED CONTACTS	6/12/89	73/805,753
Ontario Systems Corp.	2,408,640	9	11/28/00	PROPERTY MANAGER EDGE	12/21/99	75/876,926

Owner	Reg. No	Int. Class	Date	Mark	Country	Filed	Serial No.
Ontario Systems Corp.		9		ARTIVA	Brazil	1/11/02	824269250
Ontario Systems Corp.		9		ARTIVA	Canada	1/11/02	1127719
Ontario Systems Corp.		9, 16		ARTIVA	European Union	1/9/02	2,528,784
Ontario Systems Corp.		9		ARTIVA	India	1/14/02	1073479
Ontario Systems Corp.		16		ARTIVA	India	1/14/02	1073480
Ontario Systems Corp.		9		ARTIVA	Mexico	1/11/02	527304
Ontario Systems Corp.		9		CT VISION	Chile	12/22/98	436125
Ontario Systems Corp.		16		CT VISION	Chile	12/22/98	436126
Ontario Systems Corp.	548122	42	9/15/99	CT VISION	Chile	12/22/98	436124
Ontario Systems Corp.	000980763	9, 16, 41	4/4/01	CT VISION	European Union	11/9/98	980763
Ontario Systems Corp.		9, 16, 41		CT VISION (and Design)	European Union	12/8/98	1011139
Ontario Systems Corp.	522085	9, 41	1/24/00	FACS	Canada	5/3/95	782026
Ontario Systems Corp.	000990507	9	3/3/00	FACS (and Design)	European Union	11/16/98	990507
Ontario Systems Corp.	TMA503,961		11/12/98	GUARANTEED CONTACTS	Canada	5/3/95	781,958
Ontario Systems Corp.	TMA513,382	9	7/27/99	OSC ONTARIO SYSTEMS CORP. (and Design)	Canada	5/3/95	781,956

INDY 1299508v1