

07-13-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102788841

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

1. Name of conveying party(ies):

Delphi Consulting Group, Inc.

7-904

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

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

2. Name and address of receiving party(ies)

Name: Delphi Acquisition, LLC

Internal

Address:

Street Address: Ten Post Office Square

City: Boston State: MA Zip: 02109

- 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 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

OPR/FINANCE JUL -9 AM 7:25

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/31/03

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

A. Trademark Application No.(s) 76/174399; 76/372783

B. Trademark Registration No.(s) 1937999; 2728584; 1651752; 2577862; 2306977

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: Jenkens & Gilchrist, P.C.

1445 Ross Ave, Suite 3200

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

10-0447 (underpayment/overpayment)

DO NOT USE THIS SPACE

9. Signature.

Stanley R. Moore

Signature

Date July 6, 2004

07/12/2004 BYRME 0000046 76174399

Total number of pages including cover sheet, attachments, and document: 9

01 FC:8521 02 FC:8522

10.00 150.00

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This assignment and assumption agreement (this "Assignment"), dated as of December 31, 2003, is made and delivered pursuant to, and subject to the terms of, the Asset Purchase Agreement, dated as of December 31, 2003 (the "Purchase Agreement"), by and among Delphi Acquisition, LLC, a Delaware limited liability company ("Purchaser"), Delphi Consulting Group, Inc., a Massachusetts corporation ("Seller"), and Carl J. Frappaolo, Thomas M. Koulopoulos, Nicholas M. Koulopoulos and Nathaniel Palmer, each of whom is a shareholder of Seller (the "Shareholders"). Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Purchase Agreement or as otherwise provided herein.

WHEREAS, by this Assignment, Seller wishes to transfer and assign to Purchaser, and Purchaser wishes to receive and assume from Seller, all of the Assumed Liabilities and Assets, including without limitation the Material Agreements and the Intellectual Property included in the Assets, pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the good and valuable consideration set forth therein, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Assignment and Assumption of Assumed Liabilities. Seller hereby transfers and assigns to Purchaser, and Purchaser hereby receives and assumes from Seller, all of the Assumed Liabilities set forth on Schedule 1 to this Assignment. Notwithstanding anything in this Section 1 to the contrary, the Assumed Liabilities transferred and assumed by Purchaser pursuant to this Assignment does not include the Excluded Liabilities.

2. Assignment of Material Agreements. Seller hereby transfers and assigns to Purchaser, and Purchaser hereby receives and assumes from Seller, all of the Material Agreements set forth on Schedule 2 to this Assignment. The Purchaser hereby agrees to receive and assume all obligations of Seller to be performed after the effective time of this Assignment pursuant to the Material Agreements.

3. Assignment of Intellectual Property. Seller hereby assigns to Purchaser all rights, title, and interest in and to the Intellectual Property, including without limitation, the Intellectual Property set forth on Schedule 3 to this Assignment, together with the goodwill of the Delphi Business symbolized thereby, and Seller agrees to execute all papers and to perform such other proper acts as Purchaser may deem necessary to secure to Purchaser all rights herein assigned.

4. Effectiveness. This Assignment will be effective as of December 31, 2003.

5. Further Assurances. Each party hereto agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Assignment and the transactions contemplated by the Purchase Agreement and this Assignment.

6. Binding Effect. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for the parties to this Assignment, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against any of the parties.

7. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

8. Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

9. Drafting. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.

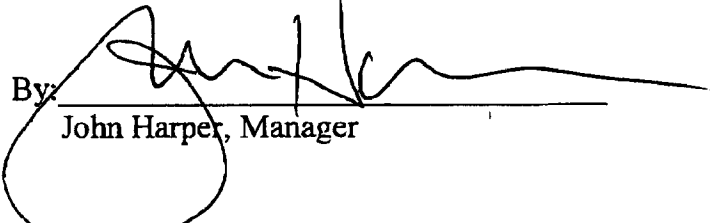
10. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[signature page to follow]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is duly executed and delivered as of the day and year first above written.

PURCHASER:

Delphi Acquisition, LLC

By: 

John Harper, Manager

SELLER:

DELPHI CONSULTING GROUP, INC.

By: Thomas M. Koulopoulos, President

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IN WITNESS WHEREOF, this Assignment and Assumption Agreement is duly executed and delivered as of the day and year first above written.

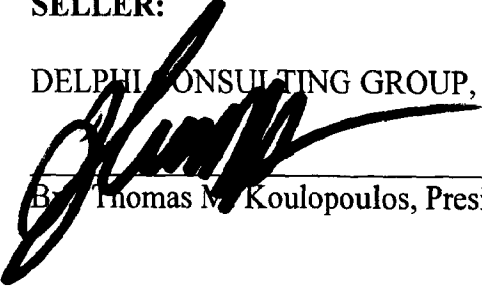
PURCHASER:

Delphi Acquisition, LLC

By: _____
John Harper, Manager

SELLER:

DELPHI CONSULTING GROUP, INC.


By: _____
Thomas M. Koulopoulos, President

005044.00002:158769.02

TRADEMARK
REEL: 003005 FRAME: 0759

Schedule 3 to the Assignment and Assumption Agreement

[as attached]

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TRADEMARK
REEL: 003005 FRAME: 0760

Intellectual Property

Trademarks:

Registration Number:

DELPHI
DELPHI INSTITUTE
DELPHI REPORT

056409 (registered in California only)
74/529881
76/372783

Service Marks:

Registration Number:

DELPHI
DELPHI
DELPHI RESEARCH
DG and design
KM² (stylized)

74/016016
76/174398
76/174399
75/429720
76/177565

Copyrights

All registered and unregistered copyrights owned by Seller or otherwise used in the Delphi Business.

Software Licenses:

Servers:

LISTSTAR: mac os 8.0, ListSTAR v1.2.0 (listserver), Timbuktu 4.0.2
OS 9 BACKUP: os 9.2.2, retrospect 5.0 server, Timbuktu 5.0.1
QUICKMAIL: os 9.2.1, retrospect client, quickmail server 3.0.1, Timbuktu 5.0.1
METAIP (DHCP/DNS): WINDOWS 2000, MetaIP v4.1, retrospect client
SERVICES (ALT E_MAIL): OS 9.1, Eudora Internet Mail Server 3.1.4, timbuktu 5.2.4,
retrospect client
WEB SERVER: os 9.2.2, webstar 4.5, webcatalog/webmerchant 4.5, retrospect client,
timbuktu 5.2.4, summary 1.5.3
NUTD: os 9.2.2, NUTD Server 3.9, retrospect client
FM PRO: FM SERVER 3.0, retrospect client, FM Client 4.1
APPLESHARE IP/HAMMER: AppleShare IP 4, retrospect client
OS X BACKUP: retrospect OSX server

WorkStations:

MS Office 98/2001, Filemaker Pro, Quickmail, Mac OSX & OS9.2, Retrospect, Now-Up-to-date,
Quark Xpress, Pagemaker, Virtual PC, Adobe Acrobat, Adobe Photoshop, Macromedia Dreamweaver,
BBEdit, Deltagraph, Intellimerge, Decisive Survey, Peachtree Accounting, Timbuktu.

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