

7-29-04

08-02-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDED
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TRADEMARKS ONL.

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Patricia Ellis Corderman

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

Citizenship (see guidelines) Louisiana

Execution Date(s) December 31, 1994

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wintergreen/Orchard House, Inc.

Internal Address: _____

Address: _____

Street Address: 629 Cherokee Street

City: New Orleans

State: Louisiana

Country: USA Zip: 70118

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Louisiana
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1481475

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Roberts E. Inveiss

Internal Address: Henderson Daily Withrow & DeVoe

Street Address: 2600 One Indiana Square

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-639-4121

Fax Number: 317-639-0191

Email Address: inveiss@hdlegal.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number N/A

Authorized User Name _____

9. Signature:

Roberts E. Inveiss
Signature

7-22-04
Date

Roberts E. Inveiss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003017 FRAME: 0452

ACT OF TRANSFER	*	UNITED STATES OF AMERICA
BY	*	STATE OF LOUISIANA
PATRICIA ELLIS CORDERMAN	*	PARISH OF ORLEANS
TO	*	
WINTERGREEN/ORCHARD	*	
HOUSE, INC.	*	
* * * * *	*	

BE IT KNOWN that on this 31st day of December, 1994;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

PATRICIA ELLIS CORDERMAN, a person of the full age of majority and resident of the Parish of Orleans, State of Louisiana, whose address is 629 Cherokee Street, New Orleans, Louisiana 70118 (hereinafter sometimes referred to as "Transferee"); and

WINTERGREEN/ORCHARD HOUSE, INC., a Louisiana corporation, Employer Identification Number 72-1284061, herein appearing by and through Allan B. Corderman, 629 Cherokee Street, New Orleans, Louisiana 70118, who declared under oath to me Notary that he is duly authorized to appear on behalf of the Corporation (hereinafter sometimes referred to as "Transferee").

Transferor, after being duly sworn, declared that Transferor is the sole shareholder of **WINTERGREEN SOFTWARE, INC.**, a Wisconsin corporation in liquidation (hereinafter sometimes referred to as "Wintergreen"); that Wintergreen adopted a Plan of Liquidation (the "Plan") by the unanimous written consent of the board of directors of Wintergreen dated December 21, 1994, and by the unanimous written consent of the sole shareholder of Wintergreen dated December 21, 1994; that Articles of Dissolution of Wintergreen were filed with the Wisconsin Secretary of State to be effective as of December 31, 1994; and that, pursuant to said Plan, Wintergreen is authorized and did distribute its property to Transferor.

Transferor further declared that Transferor does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver without warranty of title except as to Transferor's own acts and deeds, but with full substitution and subrogation to all rights and actions of warranty or otherwise that Transferor has or may have against all preceding owners or vendors, unto Transferee, here present, accepting and purchasing for Transferee, and Transferee's successors and assigns, with Transferee acknowledging due delivery and possession of all its right, title and interest to the property of Wintergreen distributed to Transferor pursuant to the Plan, which property is more fully described on Exhibit A attached hereto and incorporated herein by reference, and any and all right, title, and interest that Transferor has in the businesses operated by Wintergreen, and the profit, goodwill, and any future profits accruing therefrom.

Transferor further declared: that Wintergreen had adopted and used certain marks which are registered in the United States Patent and Trademark Office, U.S. Reg. No. 1,458,087, U.S. Reg. No. 1,481,475, and U.S. Reg. No. 1,632,691; that Wintergreen, in accordance with the Plan, did assign unto Transferor all right, title and interest in and to each of the said marks, together with the good will of the business symbolized by each of the marks, and the above identified registrations thereof; that this assignment included any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of each of the marks by any third party, including, without limitation, the right to recover for any past infringement thereof; that Transferor does hereby assign unto Transferee all right, title and interest in and to each of the said marks, together with the good will of the business symbolized by each of the marks, and the above identified registrations thereof; and that this assignment includes any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of each of the marks by any third party, including, without limitation, the right to recover for any past infringement thereof.

Transferor further declared: that Wintergreen had adopted and used the mark COLLEGE FINDER in interstate commerce and had filed an application with the United States Patent and Trademark Office, which application had been given Serial No. 74/306,686; that Wintergreen, in accordance with the Plan, did assign unto Transferor all right, title and interest in and to the mark, together with the goodwill of the business symbolized by the mark, the above identified application, and any registration resulting therefrom; that this assignment included any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of the mark by any third party, including, without limitation, the right to recover for any past infringement thereof; that Transferor does hereby assign unto Transferee all right, title and interest in and to the mark, together with the goodwill of the business symbolized by the mark, the above identified application, and any registration resulting therefrom; and that this assignment includes any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of the mark by any third party, including, without limitation, the right to recover for any past infringement thereof.

Transferor further declared: that Wintergreen had intended to use the mark FINANCIAL AID FINDER in interstate commerce and had filed an application with the United States Patent and Trademark Office based on its bona fide intent to use such mark in commerce, which application had not yet been assigned a serial number; that Wintergreen had not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act; that Transferor acquired the entire business or portion thereof to which the mark pertained as required by 15 U.S.C. § 1060; that Wintergreen, in accordance with the Plan, did assign unto Transferor the mark in the above identified application as part of the entire business or portion thereof to which the mark pertained as required by 15 U.S.C. § 1060; that Transferee is acquiring the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. § 1060; and that Transferor does hereby assign unto Transferee the mark in the above identified application as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. § 1060.

This transfer and conveyance of the property and the above-noted marks (together, the "Property") is made and accepted for and in consideration of 34 shares of the Common Stock of the Transferee, the receipt of which is hereby acknowledged.

TO HAVE AND TO HOLD the Property unto Transferee and its successors and assigns forever.

The parties hereto hereby agree and acknowledge that I, Notary, have not been required to examine title to the Property or any part thereof or order or produce a survey or inventory of any of the Property, or to render any opinion of title with respect thereto, and said parties hereby relieve and release me, Notary, and the surety on any notarial bond, from any and all responsibility and/or liability in connection therewith.

The parties to this Act waive the production and attachment of mortgage and other certificates and relieve and release me, Notary, and the surety on my notarial bond, from any and all responsibility and/or liability in connection therewith.

THUS DONE AND PASSED, in New Orleans, Louisiana, on the 31st day of December, 1994, but effective as of 11:59 p.m. CST on December 31, 1994, regardless of the date of execution, in the presence of me, Notary, and the undersigned competent witnesses.

TRANSFEROR:

Patricia Ellis Corderman
Patricia Ellis Corderman

TRANSFeree:

WINTERGREEN/ORCHARD HOUSE, INC.

By: Allan B. Corderman
Allan B. Corderman, Secretary

WITNESSES:

Keith C. Kuyf
Andrea W. Martin

Lizette G. Moore
NOTARY PUBLIC

NR80C748