



7-22-04

RE 102805113
TRADEMARKS ONLY

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):
 Wintergreen Software, Inc.

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

Citizenship (see guidelines) Wisconsin

Execution Date(s) December 31, 1994

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Patricia Ellis Corderman

Internal 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 _____

Other Individual Citizenship Louisiana

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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 7-22-04
 Signature Date

Roberts E. Inveiss
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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

07/30/2004 6TON11 00000029 1481475
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ACT OF TRANSFER IN LIQUIDATION * UNITED STATES OF AMERICA
BY WINTERGREEN SOFTWARE, INC. * STATE OF LOUISIANA
TO PATRICIA ELLIS CORDERMAN * PARISH OF ORLEANS
* * * * *

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:

WINTERGREEN SOFTWARE, INC., a Wisconsin corporation in liquidation, duly qualified to do and doing business in the State of Louisiana, Employer Identification Number 35-1579469, herein appearing by and through Patricia Ellis Corderman, 629 Cherokee Street, New Orleans, Louisiana 70118, who declared under oath to me Notary that she is duly authorized to appear on behalf of the Corporation (hereinafter sometimes referred to as "Transferor"); and

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").

Transferor, after being duly sworn, declared: that Transferor adopted a Plan of Liquidation (the "Plan") by the unanimous written consent of the board of directors of Transferor dated December 21, 1994, and by the unanimous written consent of the sole shareholder of Transferor dated December 21, 1994; that Articles of Dissolution of the Transferor were filed with the Wisconsin Secretary of State to be effective as of December 31, 1994 (a copy of which is attached hereto as Exhibit A); that Transferee is the sole shareholder of Transferor; and that pursuant to said Plan the Transferor is authorized to distribute its property to Transferor's sole shareholder.

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 the Transferor, which property is more fully described on Exhibit B attached hereto and incorporated herein by reference, and any and all right, title, and interest that Transferor has in the businesses operated by it, and the profit, goodwill, and any future profits accruing therefrom.

Transferor further declared: that it has adopted, used, and is using 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 Transferor, in accordance with the Plan, 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 it has adopted, used, and is using the mark COLLEGE FINDER in interstate commerce and has filed an application with the United States Patent and Trademark Office, which application has been given Serial No. 74/306,686; that Transferor, in accordance with the Plan, 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 it has intended to use the mark FINANCIAL AID FINDER in interstate commerce and has 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 has not yet been assigned a serial number; that Transferor has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act; 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, in accordance with the Plan, 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 the liquidation of Transferor in accordance with the Plan and the transfer of all assets of Transferor to Transferee pursuant to such liquidation.

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:

WINTERGREEN SOFTWARE, INC.

By: Patricia Ellis Corderman
Patricia Ellis Corderman, Secretary

TRANSFEE:

Patricia Ellis Corderman
Patricia Ellis Corderman

WITNESSES:

Andrea W. Martin

Keith C. Hays

Marie D. Brown

NOTARY PUBLIC

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