

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/01/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Importers Software Services, Inc.		11/01/2004	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	United Parcel Service of America, Inc.
Street Address:	55 Glenlake Parkway, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78395134	TRADE SENSE SENSIBLE SOLUTIONS FOR INTERNATIONAL TRADE

**CORRESPONDENCE DATA**

Fax Number: (212)556-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-556-2262  
 Email: acberg@kslaw.com, elongobardi@kslaw.com  
 Correspondent Name: Anne-Claire Berg, Esq.  
 Address Line 1: 1185 Avenue of the Americas  
 Address Line 2: King & Spalding LLP  
 Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Anne-Claire Berg, Esq.
Signature:	/Anne-Claire Berg/

CH \$40.00 78395134

Date:

03/04/2005

Total Attachments: 3

source=UPS\_Trad#page1.tif

source=UPS\_Trad#page2.tif

source=UPS\_Trad#page3.tif

**Exhibit 1.1(d)**

**TRADEMARK & DOMAIN ASSIGNMENT**

WHEREAS, Importers Software Services, Inc., a California corporation with offices at 7777 Center Ave., Suite 410, Huntington Beach, California, U.S.A. ("Assignor"), has adopted and used and is the owner of United States Trademark/Service Marks and Domain Names listed on Exhibit A (hereinafter collectively referred to as the "Marks"), in connection with Assignor's goods and services, and the goodwill associated therewith;

WHEREAS, United Parcel Service of America, Inc., having its principal place of business at 55 Glenlake Parkway, N.E., Atlanta, Georgia, 30328 ("Assignee") desires to acquire all right, title and interest in and to the Marks;

WHEREAS, Assignor represents and warrants that it is the exclusive owner of the Marks and that it has the power and authority to transfer the Marks to Assignee hereunder; and

NOW, THEREFORE, in consideration of payment by Assignee to Assignor the sum of \$10.00 and other valuable consideration, Assignor does hereby assign and transfer unto Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the Assignee's name. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

This Trademark and Domain Assignment is effective November 1, 2004.

IN WITNESS HEREOF, Assignor and Assignee have caused this Assignment to be executed.

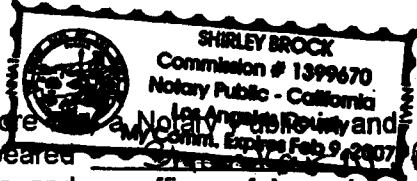
IMPORTERS SOFTWARE SERVICES, INC.  
SHANKAR N RAM,

UNITED PARCEL SERVICE OF AMERICA, INC.

By: [Signature]  
Title: President & CEO  
Date: 10/25/04

By: [Signature]  
Title: Authorized Rep  
Date: 10/28/04

STATE OF California §  
COUNTY OF Los Angeles §



On this 26<sup>th</sup> day of October, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared [Signature] known by me to be the person of the above name and an officer of Importers Software Services, Inc., duly authorized to execute this Trademark Assignment on behalf of Importers Software Services, Inc., who signed and executed the foregoing instrument on behalf of Importers Software Services, Inc.

Notary: [Signature]

STATE OF Fulton Co. Georgia §  
COUNTY OF Fulton §

On this 26<sup>th</sup> day of October, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Craig Tucker known by me to be the person of the above name and an officer of United Parcel Service of America, Inc., duly authorized to execute this Trademark Assignment on behalf of United Parcel Service of America, Inc., who signed and executed the foregoing instrument on behalf of United Parcel Service of America, Inc.

Notary: [Signature]  
Notary Public, Fulton County, Georgia  
My Commission Expires Jan. 16, 2005

Exhibit A

U.S. Registered or Pending Marks

**Trade Sense Sensible Solutions for International Trade (& design)**  
Serial No. 78-395-134

Common Law Marks

**TradeSense – Imports**  
**TradeSense – Exports**  
**TradeSense – NAFTA**  
**TradeSense – Drawback**  
**TradeSense – Bonded Warehouse**  
**TradeSense – Trade Data Repository**  
**TradeSense – Invoice Entry**  
**TradeSense – Purchase Order Manager**  
**TradeSense – Landed Cost Calculator**  
**TradeSense – Denied Party Screener**  
**TradeSense – LC Manager**  
**TradeSense – Tracker**  
**TradeSense- Super KB**  
**TradeSense – Protest**  
**TradeSense-Reconciliation**  
**TradeSense**

Domain Names

**tradesensefromissi.com**  
STATUS: Registered  
REGISTRAR: Internet Names Worldwide  
EXPIRES: 5/7/06  
REGISTRANT: Importers Software Services, Inc.

**tradesensebyissi.com**  
STATUS: Registered  
REGISTRAR: Internet Names Worldwide  
EXPIRES: 5/7/06  
REGISTRANT: Importers Software Services, Inc.

**tradesense.net**  
REGISTRANT: Importers Software Services, Inc.  
REGISTRAR: Network Solutions  
EXPIRES: 19-Jun-2007  
STATUS: Active