

TRADEMARKS / S

10-07-2004

CV-897

Tab settings



To the Director of the United States Patent and Trademark Office

Documents or copy thereof.

102854673

1. Name of conveying party(ies):

Hobsons, Inc.

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **July 26, 2004**

Name of receiving party(ies):

Name: **Hobsons EMT LLC**

Internal Address:

Street Address: **10200 Alliance Road, Suite 301**

City: **Cincinnati** State: **OH** ZIP: **45242**

- 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 designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

10/5/04

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

A. Trademark / Service Mark Application No.(s)

78/396,523

76/587,432

Additional numbers

B. Trademark / Service Mark Registration No.(s)

Yes No

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

Name: **Frederick H. Gribbell**

Internal Address:

10/06/2004 NBETACHE 00000049 78396523

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Street Address: **FREDERICK H. GRIBBELL, LLC**

10250 Alliance Road, Suite 120

City: **Cincinnati** State: **OH** ZIP: **45242**

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-2116

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.

Frederick H. Gribbell

Name of Person Signing

Signature

Oct. 1, 2004

Date

Total number of pages including cover sheet, attachments, and

5

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003058 FRAME: 0584

SERVICE MARK ASSIGNMENT

This SERVICE MARK ASSIGNMENT is dated as of July 26, 2004 (this "Assignment") between Hobsons, Inc., a Delaware corporation (the "Assignor") and Hobsons EMT LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, effective immediately prior to the Closing (as defined in that certain Asset Purchase Agreement to be entered into among Assignor, Assignee and AcademicEngine LLC), Assignor shall contribute to Assignee substantially all of the assets of Assignor's Hobsons EMT division as consideration for the issuance to Assignor of 100% of the Membership Interests of Assignee, and as part of such contribution, Assignor wishes to assign to Assignee all of its right, title and interest in and to the service mark and applications therefor listed on the attached Schedule A and all related common law rights therein, together with the goodwill associated therewith (the "Mark"); and

WHEREAS, Assignee wishes to own said Mark in connection with the operation of its business.

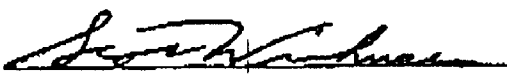
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Effective immediately prior to the Closing, Assignor hereby assigns to Assignee all right, title, and interest in and to the Mark.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Mark.
4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Mark.
5. Counterparts. This Assignment may be executed in counterparts, all of which together shall constitute one and the same instrument. A signature transmitted via facsimile shall be deemed accepted as an original.

Signature page follows

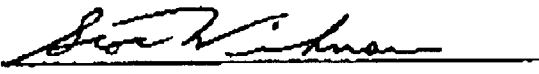
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

HOBSONS, INC.

By: 
Name: Scott Winhusen
Title: Secretary and Treasurer

ACCEPTED:

HOBSONS EMT LLC

By: 
Name: Scott Winhusen
Title: Secretary and Treasurer

SCHEDULE A

Jurisdiction	Trademark	Reg. No. / Ser. No.
U.S.	EMT	78-396,523
U.S.	EMT	78-587,432

AMENDMENT TO AGREEMENT

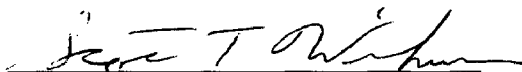
The parties listed hereinbelow agree to make amend an agreement titled, "SERVICE MARK ASSIGNMENT", which was executed by the parties on July 26, 2004. The amendment is as follows:

In SCHEDULE A, change the Serial Number from 78-587,432, to **76/587,432**.

In WITNESS WHEREOF, duly authorized representatives of parties hereto have executed this Amendment to Agreement on the date(s) listed below.

HOBSONS, INC.

HOBSONS EMT LLC



By: Scott T. Winhusen

By: Scott T. Winhusen

Title: Secretary and Treasurer

Title: Secretary and Treasurer

Date: October 1, 2004

Date: October 1, 2004

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