



11-02-2004

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



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRA

102872487

10/28/04

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):

Innovative Resource Group, Inc.

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

Citizenship (see guidelines)

Execution Date(s) December 31, 2000

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: Innovative Resource Group, LLC

Internal

Address:

Street Address: 300 North Executive Drive

City: Brookfield

State: Wisconsin

Country: USA Zip: 53005

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Limited Liability Company Wisconsin
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)

2284027

Additional sheet(s) attached? Yes No

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

CAVION - Registered: October 5, 1999

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

Name: Susan Neuberger Weller

Internal Address: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Street Address: 12010 Sunset Hills Road Suite 900

City: Reston

State: Virginia Zip: 20190

Phone Number: (703) 464-8103

Fax Number: (703) 464-4895

Email Address: snweller@mintz.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 50-0311

Authorized User Name _____

9. Signature:

Signature

October 28, 2004

Date

Susan Neuberger Weller

Name of Person Signing

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

2

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

11/01/2004 GT0H11 00000170 2284027

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TRADEMARK
REEL: 003071 FRAME: 0687

ASSIGNMENT AND ASSUMPTION AGREEMENT

Innovative Resource Group, Inc., a Wisconsin corporation ("IRG Corp."), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby transfers, assigns, sets over and delivers to Innovative Resource Group, LLC ("IRG LLC") effective as of 11:59 p.m. on December 31, 2000, (the "Effective Time"), all of the assets of IRG Corp. (the "Transferred Assets").

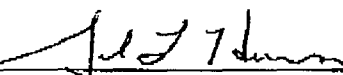
IRG Corp. hereby represents and warrants to IRG LLC that IRG Corp. is the true and lawful owner of the Transferred Assets with good and marketable title thereto and IRG Corp. has the lawful power, right and authority to transfer the Transferred Assets to IRG LLC. IRG Corp. does for itself, its successors and assigns, covenant and agree to and with IRG LLC, its successors and assigns, to warrant and defend the title to the Transferred Assets to IRG LLC, its successors and assigns.

IRG Corp. hereby further undertakes that it will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the transfer and assignment of the Transferred Assets to IRG LLC.


In addition, all rights of creditors and all liens upon any of the Transferred Assets shall be preserved unimpaired and all debts, liabilities and duties of IRG Corp. shall thenceforth attach to IRG LLC and may be enforced against IRG LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, provided, however, that all such liens shall attach only to those assets to which they were attached prior to the Effective Time.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the 31 day of December, 2000.

Innovative Resource Group, Inc.

By: 
Gail L. Hanson
Vice President & Treasurer

Innovative Resource Group, LLC

By: 
Gail L. Hanson
Vice President & Treasurer

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