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TRADEMARK



ONLY

Docket No.:

19679-00001

Tab settings

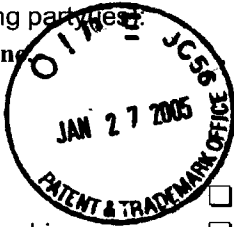
To the Director of the United States Patent and Trademark Office

102934208

original documents or copy thereof.

1. Name of conveying party(ies):

Babson-United, Inc.



1-27-05

- Individual(s)
- General Partnership
- Corporation-State
- 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: October 12, 2004

2. Name and address of receiving party(ies):

Name: Securities Research Company

Internal Address: \_\_\_\_\_

Street Address: 23 Midstate Drive, Ste. 114

City: Auburn State: MA ZIP: 01501

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

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

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

1,273,495	2,332,936	1,497,688
1,557,955	1,497,687	1,497,689
1,208,243	1,556,797	2,750,906

Additional numbers  Yes  No

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

Name: Jenifer E. Haeckl, Esq.

Internal Address: Mirick, O'Connell, DeMallie &

Lougee, LLP

Street Address: 100 Front Street

City: Worcester State: MA ZIP: 01608

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

9

7. Total fee (37 CFR 3.41):.....\$ \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1582

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.

Jenifer E. Haeckl

Name of Person Signing

Signature

1/27/05

Date

02/03/2005 DBYRNE 00000150 1273495

Total number of pages including cover sheet, attachments, and

01 FC:8521  
02 FC:8522

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: 003116 FRAME: 0438

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS made as of the 15th day of October, 2004, by BABSON-UNITED, INC., a Massachusetts corporation with its principal place of business at 330 Beacon Street, A-161, Boston, Massachusetts 02116 ("Assignor"), to SECURITIES RESEARCH COMPANY, a Massachusetts corporation with its principal place of business at 74 Crestview Drive, Holden, Massachusetts 01520 ("Assignee").

### **RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of September 3, 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Transferred Assets (as defined in the Agreement), including without limitation certain trademarks and the Trade Name (as defined in the Agreement) of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Assignor's registered and unregistered domestic and foreign trademarks and trademark applications listed on Schedule A annexed hereto and incorporated herein by reference and the Trade Name (all of the foregoing being referred to herein as the "Marks").

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

BABSON-UNITED, INC.

By: Richard L. Babson

Name: Richard L. Babson

Title: Treasurer

**ACKNOWLEDGEMENT**

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On October 12, 2004, before me, the undersigned notary public, personally appeared Richard L. Babson, the Treasurer of Babson-United, Inc. (the "Principal") and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal.

Rosemarie C. Ily  
Notary Public

[Seal]



ROSEMARIE C. ILY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 4, 2009

The foregoing assignment of the Marks by the Assignor to the Assignee is hereby accepted as of this 15<sup>th</sup> day of October, 2004.

SECURITIES RESEARCH COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**COMMONWEALTH OF MASSACHUSETTS**

Worcester, ss.

On October 13, 2004, before me, the undersigned notary public, personally appeared Robert Rapley, Jr., the President of Securities Research Company (the "Principal") and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal.

Christine Brown  
Notary Public

[Seal]

**SCHEDULE A**

**Registered Trademarks:**

<b>Trademark</b>	<b>U.S. or Canadian Registration No.</b>	<b>Registration Date</b>
SRC	TMA389122 (CANADA)	9/27/1991
SRC	1,273,495 (US)	4/10/1984
SRC BROWN BOOK	1,557,955 (US)	9/26/1989
SRC GREEN BOOK	1,208,243 (US)	9/14/1982
SRC ORANGE BOOK	2,332,936 (US)	3/21/2000
THE SRC BLUE BOOK OF 5-TREND CYCLI-GRAPHS	1,497,687 (US)	7/26/1988
THE SRC BROWN BOOK OF 5-TREND O-T-C CHARTS	1,556,797 (US)	9/19/1989
THE SRC GREEN BOOK OF 5-TREND 35-YEAR CHARTS	1,497,688 (US)	7/26/1988
THE SRC RED BOOK OF 5- TREND SECURITY CHARTS	1,497,689 (US)	7/26/1988
SRC CHARTSCREEN	2,750,906 (US)	8/12/2003

**Unregistered Trademarks:**

SRC CENTURY-PLUS CHART

SRC WALL CHART

SRC WALL CHART OF MARKET AVERAGES

**Trade Name:** Securities Research Company