

02-17-2005



102943227

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):

BridgePoint, Inc.  
200 Lucent Lane - Suite 200  
Cary, North Carolina 27511

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) December 30, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Management Dynamics Inc.

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

Street Address: 1 Meadowlands Plaza

City: East Rutherford

State: New Jersey

Country: U.S.A. Zip: 07073

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New Jersey
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)  
2,416,311; 2,371,704

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: Joel N. Bock, Esq.

Internal Address: Sonnenschein Nath & Rosenthal LLP

Street Address: P. O. Box 061080  
Wacker Drive Station-Sears Tower

City: Chicago

State: Illinois Zip: 60606-1080

Phone Number: 212-398-8484

Fax Number: 212-768-6800

Email Address: jbock@sonnenschein.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- 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 193140  
Authorized User Name Roselia F. Maitland

9. Signature:

Roselia F. Maitland  
Signature  
Roselia F. Maitland

February 4, 2005

Date

Total number of pages including cover sheet, attachments, and document: 4

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

40.00 OP  
25.00 OP

02/16/2005 EDDP/ER 0000051-116311

01 FC:8521  
02 FC:8522

## **ASSIGNMENT OF TRADEMARKS**

WHEREAS, BridgePoint, Inc., a Delaware corporation, having a principal place of business at 200 Lucent Lane, Suite 200, Cary, NC 27511 ("Assignor"), is the owner of the trademarks identified in Exhibit A and owns applications for registration of and registrations for such trademarks in various countries throughout the world (collectively, the "Trademarks");

WHEREAS, Management Dynamics Inc., a New Jersey corporation, having a principal place of business at 1 Meadowlands Plaza, East Rutherford, NJ 07073 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Trademarks, including the right to bring actions for infringement of the Trademarks occurring prior to the date of this Assignment;

WHEREAS, pursuant to the Asset Purchase Agreement ("Agreement") dated as of December 30, 2004 by and among Assignee, Assignor and CSX Corporation, Assignor has agreed to and did sell, assign and transfer to Assignee, without limitation, all right, title and interest in and to the Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Assignee, the Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer to the Assignee, the Assignor's entire right, title and interest in and to the Trademarks, throughout the world, including but not limited to any applications or registrations therefor, and including the right to make claims for or bring actions for infringements of the Trademarks occurring prior to or after the date of this Assignment (and to retain and enjoy any damages or other relief resulting therefrom), together with that part of the goodwill of the Assignor's business connected with and symbolized by the Trademarks. Assignor agrees that for any applications for which a statement of use has not yet been filed, upon the filing of such statement of use Assignor will immediately assign to Assignee the Assignor's entire right, title and interest in and to such applications.

Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign Trademark Office to issue all trademark/service mark registrations which may issue on an application for any trademark/service mark or a portion thereof to Assignee, its successors and assigns, in accordance with this Assignment.

Notwithstanding anything to contrary contained herein, this Assignment shall be effective as of January 1, 2005.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its authorized representative effective as of the 30<sup>th</sup> day of December, 2004.

BRIDGEPOINT, INC.

By: Paul R Goodwin  
Name: PAUL R Goodwin  
Title: PRESIDENT

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF DUVAL )

On this 30 day of DEC 2004 before me, a notary public in and for said State, the undersigned, PAUL GOODWIN, personally appeared and proved to me through satisfactory evidence of identification, to be the person whose name is signed in the preceding or attached document in my presence, and such person acknowledged to me that he/she signed it voluntarily for its stated purposes.

WITNESS my hand and official seal  
Signature: Linda C. Friend  
Name: LINDA C. FRIEND  
My commission expires: 11-11-08  
[SEAL]

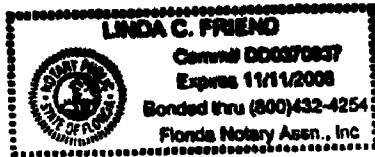


Exhibit A

COUNTRY	MARK	APPLICATION NO.	REGISTRATION NO.
Argentina	BRIDGEPOINT		1803216
Australia	BRIDGEPOINT		791587
Brazil	BRIDGEPOINT	821565389	
Canada	BRIDGEPOINT		575250
Chile	BRIDGEPOINT		561230
China (PRC)	BRIDGEPOINT		1459489
Germany	BRIDGEPOINT		39922917
Community Trademark	BRIDGEPOINT		1147172
Community Trademark	Miscellaneous Design		1146091
France	BRIDGEPOINT		99788086
United Kingdom	BRIDGEPOINT		2195219
Hong Kong	BRIDGEPOINT		1988/2001
Japan	BRIDGEPOINT		4468444
South Korea	BRIDGEPOINT		59865
Mexico	BRIDGEPOINT		615351
Singapore	BRIDGEPOINT		T99/04001B
Taiwan	BRIDGEPOINT		157022
United States	BRIDGEPOINT		2416311
United States	Miscellaneous Design		2371704
United States	IPLEX	76/493265	
Switzerland	BRIDGEPOINT		512808
Switzerland	IPLEX		513153
Community Trademark	IPLEX	3168861	