

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bohan Group		08/22/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bohan Group LLC
<b>Street Address:</b>	580 California Street
<b>Internal Address:</b>	Suite 1775
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104
<b>Entity Type:</b>	Delaware Limited Liability Company:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	76397969	IF I ONLY HAD A BRAIN
Serial Number:	76398102	NETBRAIN
Serial Number:	76398461	BRAINWEB
Serial Number:	76397965	BRAINSTORAGE
Serial Number:	76398457	BRAINMELD
Serial Number:	76398467	BRAINTRUST
Serial Number:	76398459	BRAINMERGE
Serial Number:	78362036	BRAINSQL
Serial Number:	78362039	BRAIN SMART FORMS
Serial Number:	78362052	BRAINSCAN
Registration Number:	2927771	BOHAN GROUP

**CORRESPONDENCE DATA**

CH \$290.00 76397969

Fax Number: (213)243-2539  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-489-3939  
Email: tsmaceiko@jonesday.com  
Correspondent Name: Theodore S. Maceiko  
Address Line 1: 555 S. Flower Street  
Address Line 2: 50th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Theodore S. Maceiko
Signature:	/Theodore S. Maceiko/
Date:	09/28/2005

Total Attachments: 5  
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**ASSIGNMENT OF SERVICE MARK**

AGREEMENT made this 22<sup>nd</sup> day of August 2005, by and between The Bohan Group, a California corporation, having a principal place of business at 580 California Street, Suite 1775, San Francisco, California 94104 ("Assignor"), on the one hand, and Bohan Group LLC, a Delaware Limited Liability Company, having a principal place of business at 580 California Street, Suite 1775, San Francisco, California 94104 ("Assignee"), on the other hand.

WHEREAS Assignor is the owner of the service mark BOHAN GROUP, for which U.S. Federal Service Mark Registration No. 2,927,771 issued on February 22, 2005 ("BOHAN GROUP Mark");

WHEREAS effective May 1, 2005 ("Effective Date"), The Bohan Group assigned all its intellectual property to Bohan Group LLC; and

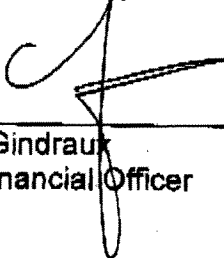
WHEREAS The Bohan Group and Bohan Group LLC now desire to confirm the prior assignment between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, it is confirmed and agreed as follows:

Assignor hereby grants, transfers, assigns and conveys to Assignee and its successors and assigns, as of the Effective Date, the entire right, title, and interest of Assignor in and to the BOHAN GROUP Mark, together with the goodwill of the business associated with the BOHAN GROUP Mark, and all claims, if any, which may have

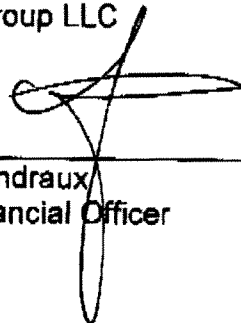
arisen thereunder prior to the date of this Agreement or prior to the Effective Date,  
including the right to recover and have damages and profits for any past infringement.

ASSIGNOR  
The Bohan Group



\_\_\_\_\_  
Olivier Gindraux  
Chief Financial Officer

ASSIGNEE  
Bohan Group LLC

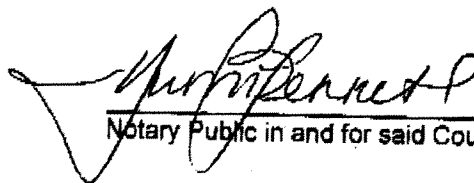
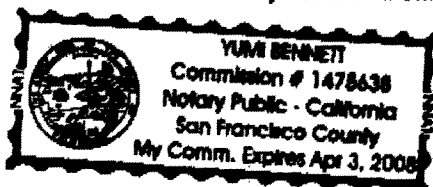


\_\_\_\_\_  
Olivier Gindraux  
Chief Financial Officer

STATE OF California )  
COUNTY OF San Francisco ) ss

On Aug. 22, 2005 before me, Yumi Bennett, personally appeared Olivier S. Gindraux  personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said County and State

## ASSIGNMENT OF TRADEMARK AND SERVICE MARKS

AGREEMENT made this 22<sup>nd</sup> day of August 2005, by and between The Bohan Group, a California corporation, having a principal place of business at 580 California Street, Suite 1775, San Francisco, California 94104 ("Assignor"), on the one hand, and Bohan Group LLC, a Delaware Limited Liability Company, having a principal place of business at 580 California Street, Suite 1775, San Francisco, California 94104 ("Assignee"), on the other hand.

WHEREAS Assignor is the owner of the following trademark and/or service mark applications listed below (collectively "Assigned Marks"):

<u>Assigned Mark</u>	<u>U.S. Serial No.</u>
IF I ONLY HAD A BRAIN	76/397,969
NETBRAIN	76/398,102
BRAINWEB	76/398,461
BRAINSTORAGE	76/397,965
BRAINMELD	76/398,457
BRAINTRUST	76/398,467
BRAINMERGE	76/398,459
BRAINSQL	78/362,036
BRAIN SMART FORMS	78/362,039
BRAINSCAN	78/362,052

WHEREAS Assignee is the successor to the portion of the Assignor's business to which the Assigned Marks pertain;

WHEREAS effective May 1, 2005 ("Effective Date"), The Bohan Group assigned all its intellectual property to Bohan Group LLC as well as the portion of the business to which the Assigned Marks pertained;

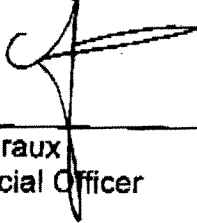
WHEREAS The Bohan Group and Bohan Group LLC now desire to confirm the prior assignment between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, it is confirmed and agreed as follows:

Assignor hereby grants, transfers, assigns and conveys to Assignee and its successors and assigns, as of the Effective Date, the entire right, title, and interest of Assignor in and to the Assigned Marks, together with the goodwill of the business associated with the Assigned Marks and the portion of the business to which the Assigned Marks pertain, and all claims, if any, which may have arisen thereunder prior

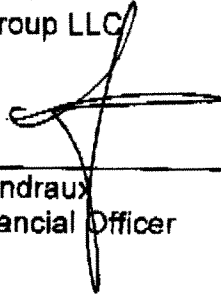
to the date of this Agreement or prior to the Effective Date, including the right to recover and have damages and profits for any past infringement.

ASSIGNOR  
The Bohan Group



\_\_\_\_\_  
Olivier Gindraux  
Chief Financial Officer

ASSIGNEE  
Bohan Group LLC

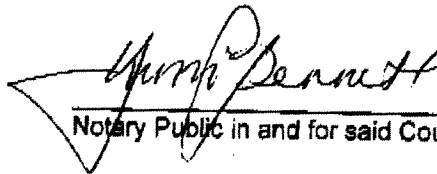
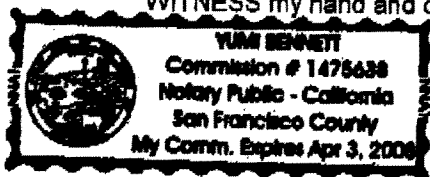


\_\_\_\_\_  
Olivier Gindraux  
Chief Financial Officer

STATE OF California )  
COUNTY OF San Francisco ) ss

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WITNESS my hand and official seal.

  
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Notary Public in and for said County and State