

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/02/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital One Financial Corporation		02/01/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	InsLogic Corporation
Street Address:	1 Inslogic Way
City:	Oak Ridge
State/Country:	TENNESSEE
Postal Code:	37830
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78580563	INSLOGIC
Serial Number:	78580593	INSLOGIC

**CORRESPONDENCE DATA**

Fax Number: (312)701-9153  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3127018601  
 Email: zbeal@mayerbrownrowe.com  
 Correspondent Name: Deborah Schavey Ruff  
 Address Line 1: P.O. Box 2828  
 Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	05158113
NAME OF SUBMITTER:	Deborah Schavey Ruff
Signature:	/deborahschaveyruff/

OP \$65.00 78580563

Date:

02/28/2006

**Total Attachments: 5**

source=05158113 assisgnment\_Page\_1#page1.tif

source=05158113 assisgnment\_Page\_2#page1.tif

source=05158113 assisgnment\_Page\_3#page1.tif

source=05158113 assisgnment\_Page\_4#page1.tif

source=05158113 assisgnment\_Page\_5#page1.tif

## UNITED STATES TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is between Capital One Financial Corporation (a Delaware corporation) (the "ASSIGNOR") and InsLogic Corporation (a Delaware corporation) (the "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title and interest in the trademarks listed on the attached Exhibit A (collectively, the "TRADEMARKS") which Exhibit A is incorporated by reference into this Agreement, and

WHEREAS, ASSIGNOR desires to assign all right, title and interest in the TRADEMARKS to ASSIGNEE and ASSIGNEE desires to acquire all of ASSIGNOR'S right, title and interest in, to and under the TRADEMARKS.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR'S right, title and interest in and to the TRADEMARKS and all common law rights connected therewith, together with the goodwill of the business associated with said TRADEMARKS and registrations thereof, including the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such TRADEMARKS or the associated good will.

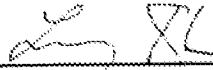
ASSIGNOR further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as ASSIGNEE may, from time to time, reasonably request to effect fully this Assignment and to permit ASSIGNEE to be duly recorded as the registered owner of the TRADEMARKS in the United States. ASSIGNEE shall be responsible for all fees for

recordation of this Assignment and ASSIGNOR agrees to cooperate fully with ASSIGNEE to accomplish such recordation.

THIS ASSIGNMENT OF TRADEMARKS shall be binding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE and their respective successors and assigns.

In witness of this assignment, authorized representatives of ASSIGNOR and ASSIGNEE have executed this ASSIGNMENT as of the 2<sup>nd</sup> day of February, 2006.


EXECUTED for and on behalf of Capital One Financial Corporation.

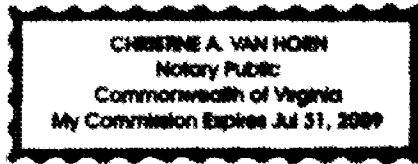
  
Name: Larry Klane  
Title: Executive Vice President

UNITED STATES OF AMERICA )  
STATE OF Virginia )  
COUNTY OF Fairfax )

On the 1<sup>st</sup> day of February, 2006, before me, the undersigned Notary Public in and for the country, state and county above mentioned, came Larry Klane whom I know in his capacity of Executive Vice President of Capital One Financial Corporation and who after first being duly sworn, subscribed to the attached instrument.

SEAL

  
Notary Public



EXECUTED for and on behalf of InsLogic Corporation.

*Robert D. Habgood*  
Name: *Robert D. Habgood*  
Title: *President*

UNITED STATES OF AMERICA )  
STATE OF *Virginia* )  
COUNTY OF *Goochland* )

On the *02* day of *FEBRUARY*, 2006, before me, the undersigned Notary Public in and for the country, state and county above mentioned, came *Robert Habgood* whom I know in his capacity of *SR executive* of *INSLOGIC CORP*, and who after first being duly sworn, subscribed to the attached instrument.

*Debra Holley* *Debra Holley*  
Notary Public  
My commission expires *10/31/09*



**EXHIBIT A**

**UNITED STATES TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Application Date</b>
INSLOGIC	US	78/580,563	March 4, 2005
INSLOGIC and Design	US	78/580,593	March 4, 2005