# OP \$165.00 7881970

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE PRECURSOR GROUP, INC.		08/10/2006	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	WILLIAM E WHYMAN
Street Address:	6121 SHADY OAK LANE
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20817
Entity Type:	INDIVIDUAL: UNITED STATES

### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78819709	CHANGE WATCH
Serial Number:	78819695	CHANGE VIEWPOINT
Registration Number:	2862227	COMPANY CHANGE
Registration Number:	2838068	CHANGE ESSENTIALS
Registration Number:	2965933	FIRST IN CHANGE RESEARCH
Registration Number:	2980163	CHANGE RESEARCH

### **CORRESPONDENCE DATA**

Fax Number: (703)486-7000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-486-1000
Email: efile@4patent.com
Correspondent Name: VINCENT M. AMBERLY

Address Line 1: P.O. BOX 15035

Address Line 4: ARLINGTON, VIRGINIA 22215

ATTORNEY DOCKET NUMBER: 28476.06

TRADEMARK

REEL: 003369 FRAME: 0575

900055681

NAME OF SUBMITTER:	VINCENT M. AMBERLY
Signature:	/VM AMBERLY/
Date:	08/15/2006
Total Attachments: 3 source=assign2WEW#page1.tif source=assign2WEW#page2.tif source=assign2WEW#page3.tif	

### TRADEMARK ASSIGNMENT NUNC PRO TUNC

This Assignment is made to WILLIAM E. WHYMAN, an individual and citizen of the United States of America, presently residing at 6121 Shady Oak Lane, Bethesda, Maryland 20817 (hereinafter "Assignee").

This Assignment is made with reference to the following facts.

- A. Assignor has adopted and used in its business the six (6) trademarks attached hereto on Exhibit A (hereinafter the "Trademarks").
- B. Assignor has used the Trademarks in interstate commerce in conjunction with services in the financial field, including consulting services, investment research and advisory services, and providing newsletters continuously since the time of its adopting the Trademark, and continuing up until midnight of May 31, 2006.
- C. Assignor used the Trademarks, as aforesaid, in interstate commerce in conjunction with the sale of services in the financial field.
- D. Assignor has developed the Trademarks into valuable assets that symbolize and embody substantial goodwill and consumer recognition in the marketplace.
- E. Up until midnight of May 31, 2006, Assignor owned all right, title, and interest in and to the Trademarks, together with all associated goodwill and consumer recognition aforesaid.
- F. Effective midnight of May 31, 2006, Assignee became the sole owner of the trademark assets previously owned by Assignor and identified on the attached Exhibit A. In conjunction with the various conveyances and transfers carried out for effecting such change in ownership, both parties intended that Assignor convey to Assignee, effective midnight of May 31, 2006, all right, title, and interest in and to the Trademarks, together with all goodwill and consumer recognition symbolized thereby and embodied therein, together with the U.S. Trademark Registrations identified on the attached Exhibit A. To the extent that any such conveyance was not heretofore effected, the present Assignment is being entered.
- G. Assignee is to succeed to the business, assets, and appurtenant goodwill and consumer recognition of Assignor in regard to all of the Trademarks, and to continue in the same such business.
- H. Assignor desires to transfer and convey to Assignee, and Assignee desires to receive from Assignor, all of the right, title, and interest in and to the Trademarks as aforesaid, together

with all associated goodwill and consumer recognition aforesaid, together with the U.S. Trademark Registrations identified on the attached Exhibit A, all to be effective as of midnight of May 31, 2006.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) cash in hand paid by Assignee to Assignor and other good and valuable consideration, the receipt and sufficiency of all of which consideration is hereby expressly acknowledged, Assignor does hereby and herewith assign and convey to Assignee, effective as of midnight of May 31, 2006, nunc pro tune, all right, title, and interest in and to the Trademarks, together with all goodwill and consumer recognition symbolized thereby and embodied therein, together with the U.S. Trademark Registrations identified on the attached Exhibit A.

IN WITNESS WHEREOF Assignor has executed this Assignment on the date first above written.

THE PRECURSOR GROUP, INC. (a Delaware corporation)

By: Swa C ald

Scott C. Cleland

Chief Executive Officer

STATE OF VIRGINIA

COUNTY OF Fairfax

I, the undersigned Notary Public in and for the jurisdiction aforesaid, hereby certify that before me personally appeared the person known to me or proved to me to be the above signed Scott C. Cleland, and acknowledged that he executed the foregoing TRADEMARK ASSIGNMENT NUNC PRO TUNC on behalf of the Delaware corporation THE PRECURSOR GROUP, INC. and pursuant to authority duly received, all on this 10<sup>th</sup> day of August, 2006.

Marchele a Lines, notary Commission Expres 1/31/07

# Exhibit A

# Trademarks Assigned by The Precursor Group, Inc. to <u>William E. Whyman</u>

<u>Trademark</u>	Registration No.	Serial No.
COMPANY CHANGE	2,862,227	
CHANGE ESSENTIALS	2,838,068	
FIRST IN CHANGE RESEARCH	2,965,933	
CHANGE WATCH		78/819,709
CHANGE RESEARCH	2,980,163	
CHANGE VIEWPOINT		78/819,695

Marchell a Liner Notary Public

My commission expires: 1-31-07

**RECORDED: 08/15/2006**