

## 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
TTS Asset Company, Inc.		04/17/2003	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	TechSkills LLC
Street Address:	110 Wild Basin Road
Internal Address:	Suite 310
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3024842	THE KNOWLEDGE TRANSFER COMPANY
Registration Number:	2526890	ENETINSTRUCTOR
Registration Number:	2433681	ENETMANAGER
Registration Number:	2862569	EDGIA

## CORRESPONDENCE DATA

Fax Number: (502)589-0309

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

Phone: 5025627378

Email: mwilliams@wyattfirm.com

Correspondent Name: Matthew A. Williams

Address Line 1: 500 W. Jefferson St.

Address Line 2: Suite 2800

Address Line 4: Louisville, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:

008664.000001

CH \$115.00 3024842

900056561

TRADEMARK  
REEL: 003377 FRAME: 0894

NAME OF SUBMITTER:	Matthew A. Williams
Signature:	/Matthew A. Williams/
Date:	08/25/2006
<p><b>Total Attachments: 31</b></p> <p>source=Redacted Asset Purchase Agreement#page1.tif  source=Redacted Asset Purchase Agreement#page2.tif  source=Redacted Asset Purchase Agreement#page3.tif  source=Redacted Asset Purchase Agreement#page4.tif  source=Redacted Asset Purchase Agreement#page5.tif  source=Redacted Asset Purchase Agreement#page6.tif  source=Redacted Asset Purchase Agreement#page7.tif  source=Redacted Asset Purchase Agreement#page8.tif  source=Redacted Asset Purchase Agreement#page9.tif  source=Redacted Asset Purchase Agreement#page10.tif  source=Redacted Asset Purchase Agreement#page11.tif  source=Redacted Asset Purchase Agreement#page12.tif  source=Redacted Asset Purchase Agreement#page13.tif  source=Redacted Asset Purchase Agreement#page14.tif  source=Redacted Asset Purchase Agreement#page15.tif  source=Redacted Asset Purchase Agreement#page16.tif  source=Redacted Asset Purchase Agreement#page17.tif  source=Redacted Asset Purchase Agreement#page18.tif  source=Redacted Asset Purchase Agreement#page19.tif  source=Redacted Asset Purchase Agreement#page20.tif  source=Redacted Asset Purchase Agreement#page21.tif  source=Redacted Asset Purchase Agreement#page22.tif  source=Redacted Asset Purchase Agreement#page23.tif  source=Redacted Asset Purchase Agreement#page24.tif  source=Redacted Asset Purchase Agreement#page25.tif  source=Redacted Asset Purchase Agreement#page26.tif  source=Redacted Asset Purchase Agreement#page27.tif  source=Redacted Asset Purchase Agreement#page28.tif  source=Redacted Asset Purchase Agreement#page29.tif  source=Redacted Asset Purchase Agreement#page30.tif  source=Redacted Asset Purchase Agreement#page31.tif</p>	

**ASSET PURCHASE AGREEMENT**

**by and between**

**TECHSKILLS LLC**

**and**

**TTS ASSET COMPANY, INC.**

**Dated as of April 17, 2003**

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## **SCHEDULES**

1.1(a)  
1.1(c)  
1.1(d)  
1.1(g)  
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Intellectual Property

## **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of April 17, 2003, is made by and between TechSkills LLC, a Delaware limited liability company ("Buyer"), and TTS Asset Company, Inc., a Delaware corporation ("Seller").

### **WITNESSETH:**

WHEREAS, Seller has acquired substantially all of the assets of NetCertification, Inc., a Texas corporation ("NetCert"), and Edgia, Inc., a Delaware corporation ("Edgia"), pursuant to a foreclosure sale conducted under the Texas Uniform Commercial Code on April 16, 2003 (the "UCC Sale");

WHEREAS, NetCert and Edgia were engaged in the business of developing and delivering Internet-based software toolsets and associated implementation services that are packaged into products specific for target markets of association accreditation and certification and testing, and corporate knowledge transfer, brand building, brand awareness campaigns, new product launches and training initiatives (the "Business"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the assets of NetCert and Edgia acquired by Seller in the UCC Sale and used in connection with the Business, on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **1. SALE OF ASSETS AND ASSUMPTION OF LIABILITIES**

1.1 Purchase and Sale of Assets Acquired in the UCC Sale. Subject to the conditions set forth below, at the Closing (as defined in Section 2.2), Seller will sell, assign, transfer and deliver to Buyer, and Buyer will purchase from Seller, all of Seller's right, title and interest in and to all of the assets of NetCert and Edgia acquired by Seller in the UCC Sale and any other properties, business, goodwill, rights, claims and other assets used in or held for use by Seller and used in connection with the Business (other than the Excluded Assets, as defined in Section 1.2), of whatever kind or nature, real or personal, tangible or intangible and wherever located, as such assets may exist at the time of the Closing (collectively, the "Purchased Assets"). The Purchased Assets will include, but are not limited to, the following:

(a) Accounts Receivable. All accounts and accounts receivable, promissory notes of other parties and other rights to receive payments from any person or entity in connection with the Business and acquired by Seller in the UCC Sale, including rights to payments arising from the sale or lease of goods and services (whether current or non-current), all of which are set forth on Schedule 1.1(a) (the "Accounts Receivable");

(b) Inventory. All inventory of the Business acquired by Seller in the UCC Sale, including items that were purchased for resale or lease by either NetCert or Edgia and items which were ordered by either NetCert or Edgia and are in transit to either NetCert or Edgia at the time of the Closing (the "Inventory");

(c) Contracts and Leases. All contracts, agreements, leases for personal property, commitments and other arrangements, whether oral or written, in connection with the Business and acquired by Seller in the UCC Sale, including (i) contracts or orders for the sale or lease of goods and services and (ii) warranties (express or implied) or product agreements of any manufacturer, supplier, vendor or other person or entity relating to any Purchased Assets, all of which are set forth on Schedule 1.1(c) (collectively, the “Contracts”);

(d) Equipment and Supplies. All machinery, equipment, attachments and parts therefor, tools, leasehold improvements, fixtures, office furniture, supplies and tangible personal property of every kind and nature owned or necessary for, or used in, the operation of the Business and acquired by Seller in the UCC Sale, all of which are set forth on Schedule 1.1(d);

(e) Books and Records. All business records and files relating to the conduct of the Business and acquired by Seller in the UCC Sale, including customer lists and prescription files and other identifications of former, existing and potential customers and suppliers, mailing lists, sales information, customer and supplier records, cost and pricing information, billing records, employment and personnel records and other records (including those maintained in computer tapes, disks or other computer retrievable formats);

(f) Trade Name and Telephone Number. All trade names used in connection with the Business and acquired by Seller in the UCC Sale and all logos, drawings and other proprietary rights and all goodwill associated therewith, and, if acquired by Seller in the UCC Sale, NetCert’s and Edgia’s main telephone number and post office boxes used in connection with the Business at which NetCert and Edgia receive correspondence or remittances from customers;

(g) Permits and Licenses. To the extent transferable and acquired by Seller in the UCC Sale, all permits and licenses related to the conduct of the Business, all of which are set forth on Schedule 1.1(g);

(h) Claims. All claims, refunds, causes of action, choses in action, rights of recovery and rights of set-off or offset of every kind and nature related to the conduct of the Business and acquired by Seller in the UCC Sale; and

(i) Goodwill. All goodwill and all other intangible property related to the conduct of the Business and acquired by Seller in the UCC Sale.

1.2 Excluded Assets. Notwithstanding Section 1.1, the Purchased Assets will not include the following (collectively, the “Excluded Assets”):

(a) Cash. Cash and cash equivalents;

(b) Benefit Plans. The assets of any employee benefit plan maintained by or for the benefit of Seller, NetCert or Edgia or any employee of Seller, NetCert or Edgia;

(c) Insurance. Any rights under any insurance contracts maintained by Seller, NetCert or Edgia to the extent related to the Excluded Liabilities (as defined in Section 1.4);

(d) Tax Refunds. Any refund of any taxes which have been paid by Seller, NetCert or Edgia;

Business; (e) Non-Business Assets. Assets relating exclusively to operations other than the

(f) Books and Records. Seller's minute books and similar records, and any business records and files to the extent related to only the foregoing Excluded Assets or the Excluded Liabilities; and

(g) Refunds. Any refunds due to Seller, NetCert or Edgia for returns prior to the Closing Date.

\* \* \*

## 2. CONSIDERATION AND CLOSING

\* \* \*

## 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

\* \* \*

3.20 Intellectual Property. Schedule 3.20 sets forth a true and complete list of all intellectual property owned or used by or registered in the name of the Seller in connection with the Business, as well as all licensing or similar agreements relating to the foregoing to which the Seller is a party either as a licensor or licensee. Seller owns or possesses adequate and enforceable licenses or other rights to use all intellectual property in the conduct of the Business being acquired by the Buyer hereunder, is not in default under any such licensing or similar agreement, and neither Seller, NetCert or Edgia has received any notice or other knowledge of conflict with or infringement (or alleged infringement) of any rights of others. Seller has no notice or knowledge that any of the intellectual property is being infringed upon or appropriated by any third party. Seller owns and possesses adequate and enforceable rights to use and transfer all of the intellectual property and all design drawings, trade secrets, processes, trade names, trademarks and other technical data used or useful in the Business and acquired in the UCC Sale, all of which are included in the Purchased Assets. The use in the Business of any intellectual property and other technical or proprietary data has not required and does not require the payment of any royalty or similar payment to any person, firm or corporation, and, on the Closing Date, Seller will transfer to the Buyer good and marketable title thereto, free and clear of any Liens.

\* \* \*

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the date first above written.

**TECHSKILLS LLC**

By: \_\_\_\_\_  
Name: Kevin Paulsen  
Title: President and Chief Executive Officer

**TTS ASSET COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CH2\ 692277.7



IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

TECHSKILLS LLC

By: Kevin Paulsen  
Name: Kevin Paulsen  
Title: President and Chief Executive Officer

TTS ASSET COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

**TECHSKILLS LLC**

By: \_\_\_\_\_  
Name: Kevin Paulsen  
Title: President and Chief Executive Officer

**TTS ASSET COMPANY, INC.**

By: Scott T. Burk  
Name: Scott T. Burk  
Title: CEO

[Signature Page to Asset Purchase Agreement]

**Schedule 3.20**  
**Intellectual Property**

**Current Trademarks:**

1. Enet Instructor
2. Enet Exam
3. Enet Manager

**Filed Trademarks:**

1. Edgia
2. The Knowledge Transfer Company

See attached documentation.

**Current Trademarks**

Enet Instructor  
Enet Exam  
Enet Manager

**Filed Trademarks**

Edgia  
The Knowledge Transfer Company

# GORDON E. R. TROY, PC

Attorney at Law  
3333 Lake Road  
PO Box 368  
Charlotte, VT 05445

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802 425-9061 Fax  
[GTROY@WEBTM.COM](mailto:GTROY@WEBTM.COM)  
<http://www.webtm.com>

Admitted in:  
Vermont, Illinois, New York,  
and District of Columbia

January 21, 2002

Mr. Bruce Campbell  
NetCertification, Inc.  
3624 Oak Lawn Ave, Suite 100  
Dallas, TX 75219

Re:

Service Mark:	<b>ENETINSTRUCTOR</b>	
Registration No.:	2526890	Date: January 8, 2002
Application No.:	76035102	Date: April 26, 2000
Owner:	NetCertification, Inc.	
Country:	United States	
Class(es):	41	
Next Action:	Use Affidavit Due: January 8, 2008	
Our Ref:	2033-005	

## CERTIFICATE OF REGISTRATION REPORT PRINCIPAL REGISTER

Dear Bruce:

We are pleased to report that the Certificate of Registration issued for **ENETINSTRUCTOR** in United States for the following goods/services:

Educational services, namely educational testing provided on global computer networks in the fields of healthcare, engineering, homecare, finance; training provided on global computer networks, namely training in the fields of healthcare, engineering, homecare, and finance; and providing an on-line electronic database on global computer networks in the field of educational testing in International Class 41

**Dates of First Use:** The application claimed a date of first use of November 15, 1999 and first use in commerce November 15, 1999.

**Section 8 & 15 Information:** A use affidavit (Section 8) must be filed during the year prior to the expiration of the sixth year from the date of registration and no later than **January 8, 2008** deadline. If the mark is in continuous use for five years from January 8, 2002, an affidavit of incontestability (Section 15) can also be filed which secures additional rights against third party challenges to your use and registration of the mark.

# Trademark Registration and Maintenance

<u>Steps</u>	<u>Description</u>	<u>Time Period</u>	<u>Explanation</u>
1	Registration Issues		
2	Use Affidavit Due	6 Years from Registration Date	An Affidavit of use must be filed during the fifth year of registration.
3	Incontestability Affidavit Due	After 5 Years of continuous use from the date of Registration	The incontestability affidavit strengthens the mark and extinguishes many defenses in an infringement suit. Once accepted, the registration can be attacked on the basis of non-use, the registration was obtained or maintained fraudulently, the mark has been abandoned, that the mark is generic, anti-trust, and other equitable grounds. Non-use for a period of three years is prima facie evidence of abandonment.
4	Renewal Due	10 Years from Registration Date	The registration must be renewed every ten years from the date of registration. It can be filed within six (6) months of the due date.

**Use Information:** A mark must remain in use in the United States. United States law provides that three (3) years of non-use is prima facie evidence of abandonment of a mark.

**Certificate of Registration Enclosed:** The enclosed Certificate of Registration is an important document and should be stored in a safe place. We make it a practice of sending reminders before the registration is due for maintenance or renewal, unless instructed otherwise. Every care is taken, but we do not accept responsibility for any error or omission. Kindly keep us updated of any changes in your address or in ownership of your mark, and we shall endeavor to keep you informed of future deadlines. We recommend that you should keep track of the next deadline indicated above.

**Cautionary Notice Regarding Third Party Trademark Service Companies:** There are many third party companies that will advise you regarding the availability of services related to your registration. Many of these companies submit correspondence that looks official and requests sending money to the company in order to: i) perfect your rights; ii) file on an "International Register"; iii) file with the U.S. customs service; iv) obtain a bound copy of your registration; v) provide watching of your mark. Most of these solicitations should be ignored. There is no such thing as filing on a single "International Register" or a need to "perfect your rights".


**Recommendations:** We recommend that you consider the following:

- 1) **Customs Service Filings:** If you are concerned or aware about possible 'gray' market or infringing articles which are or could be shipped into the United States, you should register your mark with the Customs Service. Information can be obtained at <http://www.customs.gov/impexpo/impexpo.htm> or contact us for further assistance.
- 2) **Trademark Watching:** It is recommended that you "watch" for possible confusingly similar marks. The owner of a trademark has a duty to prevent others from adopting, using and registering marks that may be confusingly similar, or in the alternative, of permitting a mark to become the common descriptive name of a category of products or services. In most countries, the party that registers first has priority of rights even over the lawful trademark owner in a foreign country. We work with several search companies that can assist with watching services. Please let us know if there is interest in establishing a watching service.
  - a. A typical annual world wide watch service for a single mark in a single class is \$250.00.
  - b. Due to the importance of the internet, domain name watching is also recommended. Annual world wide watching services of domain names is currently \$300.00.
  - c. Also, because of the plethora of trademark abuses occurring on the internet, an internet watching service can be established for an annual fee of \$600.00.
  - d. You can conduct your own regular searches at the United States Patent and Trademark Office data base at <http://www.uspto.gov>.
- 3) **Infringements:** If you discover third parties that are infringing upon your mark, kindly contact us with as much detailed information that is available so that we can take appropriate action on your behalf. It is important to always be mindful that even though you have just obtained a trademark registration for your mark, third parties that have used the same or similar mark for similar goods or services, before your first use or filing of an intent to use application (whichever is earlier), will have prior rights until after five (5) years from the issuance of the trademark registration. Therefore, it is always important to ascertain the first use by the third party before taking action.

Should you have any questions regarding the enclosed or the information provided above, please do not hesitate to contact us. We are pleased to offer increased intellectual property services through the firm with dedicated attorneys for counseling, filing, prosecuting, maintaining, litigating, enforcement

and negotiating with respect to patents, trademarks, copyrights, trade secrets, internet, and entertainment matters. Thank you for giving us this opportunity to assist you. We look forward to working with you in the future.

Very truly yours,  
GORDON E. R. TROY, PC

By:   
Gordon E. R. Troy, Esq.

Enc. Registration No. 2526890



# GORDON E. R. TROY, PC

Attorney at Law  
3333 Lake Road  
PO Box 368  
Charlotte, VT 05445

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<http://www.webtm.com>

Admitted in:  
Vermont, Illinois, New York,  
and District of Columbia

January 21, 2002

Mr. Bruce Campbell  
NetCertification, Inc.  
3624 Oak Lawn Ave, Suite 100  
Dallas, TX 75219

Re:

Service Mark:	<b>ENETEXAM</b>	
Registration No.:	2526889	Date: January 8, 2002
Application No.:	76035101	Date: April 26, 2000
Owner:	NetCertification, Inc.	
Country:	United States	
Class(es):	41	
Next Action:	Use Affidavit Due: January 8, 2008	
Our Ref:	2033-004	

## CERTIFICATE OF REGISTRATION REPORT PRINCIPAL REGISTER

Dear Bruce:

We are pleased to report that the Certificate of Registration issued for ENETEXAM in United States for the following goods/services:

Educational services, namely educational testing provided on global computer networks in the fields of healthcare, engineering, homecare, finance; training provided on global computer networks, namely training in the fields of healthcare, engineering, homecare, and finance; and providing an on-line electronic database on global computer networks in the field of educational testing in International Class 41

**Dates of First Use:** The application claimed a date of first use of November 15, 1999 and first use in commerce November 15, 1999.

**Section 8 & 15 Information:** A use affidavit (Section 8) must be filed during the year prior to the expiration of the sixth year from the date of registration and no later than the January 8, 2008 deadline. If the mark is in continuous use for five years from January 8, 2002, an affidavit of incontestability (Section 15) can also be filed which secures additional rights against third party challenges to your use and registration of the mark.

**Use Information:** A mark must remain in use in the United States. United States law provides that three (3) years of non-use is prima facie evidence of abandonment of a mark.

**Certificate of Registration Enclosed:** The enclosed Certificate of Registration is an important document and should be stored in a safe place. We make it a practice of sending reminders before the registration is due for maintenance or renewal, unless instructed otherwise. Every care is taken, but we do not accept responsibility for any error or omission. Kindly keep us updated of any changes in your address or in ownership of your mark, and we shall endeavor to keep you informed of future deadlines. We recommend that you should keep track of the next deadline indicated above.

**Cautionary Notice Regarding Third Party Trademark Service Companies:** There are many third party companies that will advise you regarding the availability of services related to your registration. Many of these companies submit correspondence that looks official and requests sending money to the company in order to: i) perfect your rights; ii) file on an "International Register"; iii) file with the U.S. customs service; iv) obtain a bound copy of your registration; v) provide watching of your mark. Most of these solicitations should be ignored. There is no such thing as filing on a single "International Register" or a need to "perfect your rights".

**Recommendations:** We recommend that you consider the following:

- 1) **Customs Service Filings:** If you are concerned or aware about possible 'gray' market or infringing articles which are or could be shipped into the United States, you should register your mark with the Customs Service. Information can be obtained at <http://www.customs.gov/impoexpo/impoexpo.htm> or contact us for further assistance.
- 2) **Trademark Watching:** It is recommended that you "watch" for possible confusingly similar marks. The owner of a trademark has a duty to prevent others from adopting, using and registering marks that may be confusingly similar, or in the alternative, of permitting a mark to become the common descriptive name of a category of products or services. In most countries, the party that registers first has priority of rights even over the lawful trademark owner in a foreign country. We work with several search companies that can assist with watching services. Please let us know if there is interest in establishing a watching service.
  - a. A typical annual world wide watch service for a single mark in a single class is \$250.00.
  - b. Due to the importance of the internet, domain name watching is also recommended. Annual world wide watching services of domain names is currently \$300.00.
  - c. Also, because of the plethora of trademark abuses occurring on the internet, an internet watching service can be established for an annual fee of \$600.00.
  - d. You can conduct your own regular searches at the United States Patent and Trademark Office data base at <http://www.uspto.gov>.
- 3) **Infringements:** If you discover third parties that are infringing upon your mark, kindly contact us with as much detailed information that is available so that we can take appropriate action on your behalf. It is important to always be mindful that even though you have just obtained a trademark registration for your mark, third parties that have used the same or similar mark for similar goods or services, before your first use or filing of an intent to use application (whichever is earlier), will have prior rights until after five (5) years from the issuance of the trademark registration. Therefore, it is always important to ascertain the first use by the third party before taking action.

Should you have any questions regarding the enclosed or the information provided above, please do not hesitate to contact us. We are pleased to offer increased intellectual property services through the firm with dedicated attorneys for counseling, filing, prosecuting, maintaining, litigating, enforcement

and negotiating with respect to patents, trademarks, copyrights, trade secrets, internet, and entertainment matters. Thank you for giving us this opportunity to assist you. We look forward to working with you in the future.

Very truly yours,  
GORDON E. R. TROY, PC

By:   
Gordon E. R. Troy, Esq.

Enc. Registration No. 2526889

**GORDON E. R. TROY, PC**

Attorney at Law  
PO Box 368  
Charlotte, VT 05445

*Concentrating on Intellectual Property and Information Technology Matters*

802 425-9060  
802 425-9061 Fax  
[GTROY@WEBTM.COM](mailto:GTROY@WEBTM.COM)  
<http://www.webtm.com>

Admitted in Vermont, Illinois, New York,  
and District of Columbia

October 31, 2002

Mr. Bruce Campbell  
NetCertification, Inc.  
3530 Forest Lane, Suite 113  
Dallas, TX 75234

Re:

Service Mark:	<b>ENETMANAGER</b>	
Registration No.:	2433681	Date: March 6, 2001
Application No.:	76035663	Date: April 26, 2000
Owner:	NetCertification, Inc.	
Country:	United States	
Class(es):	42	
Next Action:	Use Affidavit Due: March 6, 2007	
Our Ref:	2033-007	

**CERTIFICATE OF REGISTRATION REPORT  
PRINCIPAL REGISTER**

Dear Bruce:

We are pleased to report that the Certificate of Registration issued for **ENETMANAGER** in United States for the following goods/services:

Employment testing and evaluation services namely, providing data and information to customers for use in conducting an assessment of an individual's skills, progress made in training and testing in a wide variety of fields, career abilities and interests, personality qualities and qualifications, work priorities and life values evaluation, and for use in career assessment, vocation counseling, and psychometric research, analysis and evaluation.

**Dates of First Use:** The application claimed a date of first use of November 15, 1999 and first use in commerce November 15, 1999.

**Section 8 & 15 Information:** A use affidavit (Section 8) must be filed during the year prior to the expiration of the sixth year from the date of registration and no later than the **March 6, 2007 deadline**. If the mark is in continuous use for five years from March 6, 2001, an affidavit of incontestability (Section 15) can also be filed which secures additional rights against third party challenges to your use and registration of the mark.

**Use Information:** A mark must remain in use in the United States. United States law provides

that three (3) years of non-use is prima facie evidence of abandonment of a mark.

**Certificate of Registration Enclosed:** The enclosed Certificate of Registration is an important document and should be stored in a safe place. We make it a practice of sending reminders before the registration is due for maintenance or renewal, unless instructed otherwise. Every care is taken, but we do not accept responsibility for any error or omission. Kindly keep us updated of any changes in your address or in ownership of your mark, and we shall endeavor to keep you informed of future deadlines. We recommend that you should keep track of the next deadline indicated above.

**Cautionary Notice Regarding Third Party Trademark Service Companies:** There are many third party companies that will advise you regarding the availability of services related to your registration. Many of these companies submit correspondence that looks official and requests sending money to the company in order to: i) perfect your rights; ii) file on an "International Register"; iii) file with the U.S. customs service; iv) obtain a bound copy of your registration; v) provide watching of your mark. Most of these solicitations should be ignored. There is no such thing as filing on a single "International Register" or a need to "perfect your rights".

**Recommendations:** We recommend that you consider the following:

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GORDON E. R. TROY, PC  
October 31, 2002  
Page 3

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entertainment matters. Thank you for giving us this opportunity to assist you. We look forward to working with you in the future.

Very truly yours,  
GORDON E. R. TROY, PC

By: \_\_\_\_\_  
Gordon E. R. Troy, Esq.

Enc. Registration No. 2433681

Brenda Lindeman

From: Gordon [gtroy@webtm.com]  
Sent: Friday, December 27, 2002 4:01 PM  
To: blindeman@edgia.com  
Subject: 2033-012: USTM - THE KNOWLEDGE TRANSFER COMPANY >>Application Filed<<

2033-012: USTM - THE KNOWLEDGE TRANSFER COMPANY >>Application Filed<<

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**GORDON E. R. TROY, PC**

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Attorney at Law  
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Charlotte, VT 05445  
*Concentrating on Intellectual Property  
and Information Technology Matters*

Admitted in:  
Vermont, Illinois,  
New York, and  
District of Columbia

DECEMBER 27, 2002

Ms. Brenda Lindeman  
Edgia, Inc.  
Two Forest Plaza  
12201 Merit Drive, Suite 220  
Dallas, TX 75251

To: Ms. Brenda Lindeman~  
Company: Edgia, Inc.~  
Fax: 1 214 744-0099~  
EMail: blindeman@edgia.com

Re: Service Mark: THE KNOWLEDGE TRANSFER COMPANY  
Application No.: 78198271  
Application Date: December 27, 2002  
Applicant: Edgia, Inc.  
Classes: 35, 41 & 42  
Country: United States  
Our Ref: 2033-012

**Report of Electronic Filing of Service Mark Application**

Dear Ms. Lindeman:

I am pleased to report that the referenced application was filed electronically with the Patent and Trademark Office and assigned Serial Number: 78198271. The details of the filing are indicated below. This means that your Service Mark is an Application Pending in the Trademark Office. During the next month, the application will be officially entered into the trademark office computer system. After your trademark application is entered into the computer system at the Patent and Trademark Office, persons conducting electronic searches will be on notice of the pending application. In approximately 2-5 months, the application will be assigned to an examining attorney and will be reviewed and examined to determine if the mark can be registered. We shall advise you when this happens.

Should you wish to file for this mark in foreign countries, you have six (6) months from the application filing date (December 27, 2002) to claim the benefit of the United States filing date. Please let us know well in advance of the six (6) month deadline date which countries are of interest, and we shall provide you with the appropriate documents and estimated costs to proceed with these filings. Please note, that we will not send you any further reminders as to the filing in foreign countries on the basis of this application unless you advise us to

1/2/2003

TRADEMARK  
REEL: 003377 FRAME: 0916

do so.

There are many third party companies that will advise you regarding the availability of services related to your application and or registration. Many of these companies submit correspondence that looks official and requests sending money to them in order to: i) perfect your rights; ii) file on an "International Register"; iii) file with the U.S. customs service; iv) obtain a bound copy of your registration; v) provide watching of your mark. Most of these solicitations should be ignored. If you receive a notice from anyone, other than this office, please disregard it.

I will report further developments. Thank you for having entrusted this matter in our care. Please let us know if there is anything else we can do for you.

Kindest regards,  
GORDON E. R. TROY, PC  
/Gordon E. R. Troy/  
By: \_\_\_\_\_  
Gordon E. R. Troy, Esq.

1/2/2003



# **TRADEMARK APPLICATION FILING PARTICULARS**

(Our Ref: USTM - THE KNOWLEDGE TRANSFER COMPANY [2033-012])

## **Trademark/Service Mark Information**

**Word Mark:** THE KNOWLEDGE TRANSFER COMPANY  
**Graphic Information :** Yes

**Filing Date:** December 27, 2002  
**Serial No.:** 78198271

**Owner Information:**  
**Full Name of Trademark Owner:** Edgia, Inc.

**Entity Type:**  
**Corporation: State/Country of Incorporation:** Delaware

**Owner Address:**  
**Street:** Two Forest Plaza, 12201 Merit Drive, Suite 220  
**City:** Dallas  
**State:** TX  
**Country:** United States  
**Zip/Postal Code:** 75251

**Filing Basis:**  
**Intent to Use Application:** No  
**Use based Application:** Yes  
**Date of First Use:** April 10, 2002  
**Date of First Use in Commerce:** April 10, 2002

**Goods/Services Information:**  
**Goods/Services:** Business management and marketing consulting services in International Class 35

Educational services, namely educational testing provided on global computer networks in the fields of healthcare, engineering, homecare, finance, communications, management, self-improvement, e-commerce, ethics, OSHA, legal compliance, employment, team building, EPLI, human resources, leadership, marketing, sales, accounting, EEOC compliance; training provided on global computer networks, namely training in the field of healthcare, engineering, homecare, finance, communications, management, self-improvement, e-commerce, ethics, OSHA, legal compliance, employment, team building, EPLI, human resources, leadership, marketing, sales, accounting, EEOC compliance and providing on-line electronic database on global computer networks in the field of educational testing in International Class 41

Custom Development of customized business courses and content for in-house and customer education to the specifications of others; Custom development services, namely customized creation, development and deployment of technical, sales and marketing materials for launching products, training personnel, product demonstration and consumer research for businesses and governmental entities; Design of computerized software training systems for others; Design and development of computerized software systems for others in the fields of education and training in International Class 42

1/2/2003

International Class  
Number of Classes

35, 41 & 42  
3

Page 4 of 6

1/2/2003

TRADEMARK  
REEL: 003377 FRAME: 0919

## Suggestions on Use of Trademarks

### Suggestions on Use of UNREGISTERED Trademarks

**Unregistered Marks and Marks in Process of Registration:** It is recommended, to use the "TM" in conjunction with your use of the mark.

**THE KNOWLEDGE TRANSFER COMPANY™**

We also recommend that you use proprietary notices in conjunction with your use of the mark. For example:

**THE KNOWLEDGE TRANSFER COMPANY is a trademark of Edgia, Inc.**

### Suggestions on Use of Copyright Notices

**Copyright Notice Information:** You should always indicated that all printed and electronic forms including any marketing materials, brochures, web pages, videos, etc. include a copyright notice. This is not a requirement and you are not required to register everything. An example of a proper copyright notice would be as follows (substituting the date for the date of creation or publication which ever is earlier):

**© 200x, Edgia, Inc., Dallas, TX – All Rights Reserved.**

### Additional Comments Regarding Use of Trademarks

1. Use the mark as a mark. Do not use it as a descriptive term or as a trade name.
2. Use the mark consistently. Avoid variations, and if you use variations they should be limited.
3. Use the mark as an adjective, not as a verb or noun. The mark should describe a specific product or service.
4. Do not use plural or possessive forms of the mark.
5. In text, the mark should stand out as a mark such as changing type fonts, bold, italic, or stylized.
6. In text, at least the first letter of the mark should be capitalized to distinguish the mark from other words in typed or printed material.
7. Use the mark to designate specific goods or services.
8. An appropriate symbol should be used to designate the mark as a mark. The symbol "TM" is used to designate an unregistered trademark, and the symbol "SM" to designate an unregistered service mark, and ® symbol should be used for federally registered trademarks, service marks, collective marks and certification marks.
9. You should give notice of your claim of trademarks rights as indicated above.
10. Do not modify the mark by using a corporate or business name since this implies that other companies may use the mark descriptively.

1/2/2003

## Trademark Application Cycle

### Applications Filed on Basis of Use in Interstate or Foreign Commerce

Steps	Description	Time Period	Explanation
1	Application Filed		Application Filing Date
We are here in the application process			
2	Substantive Examination	3-5 Months from Filing Date	PTO Examines Application for Registrability and issues an Office Action, a Priority Office Action, or an Examiner's Amendment. We try to consult with the Examining Attorney at this point in an effort to speed the Application through the process
3	Response to Office Action	6 Months from Office Action Date	A response to an objections by the PTO must be made within 6 months of the mailing date of the objection
4	Publication	3 Months from Approval of Application	Once the application is approved by the PTO, it is published in the Official Gazette
5	Opposition Period	30 Days from Publication Date	Third Parties have one month to file an objection, or a request to extend the time to file an objection (up to 120 days from the publication date)
6	Registration Issues	3 Months from Expiration of Opposition Period	The registration will issue three months from the expiration of the opposition period, unless an objection is filed by a third party.

1/2/2003

**Brenda Lindeman**

---

**From:** Gordon [gtroy@webtm.com]  
**Sent:** Friday, December 27, 2002 3:46 PM  
**To:** blindeman@edgia.com  
**Subject:** 2033-011: USTM - EDGIA >>Application Filed<<

2033-011: USTM - EDGIA >>Application Filed<<

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**GORDON E. R. TROY, PC**

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802 425-9061 Fax  
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<http://www.webtm.com>

Attorney at Law  
3333 Lake Road  
PO Box 368  
Charlotte, VT 05445  
*Concentrating on Intellectual Property  
and Information Technology Matters*

Admitted in:  
Vermont, Illinois,  
New York, and  
District of Columbia

DECEMBER 27, 2002

Ms. Brenda Lindeman  
Edgia, Inc.  
Two Forest Plaza  
12201 Merit Drive, Suite 220  
Dallas, TX 75251

To: Ms. Brenda Lindeman~  
Company: Edgia, Inc.~  
Fax: 1 214 744-0099~  
EMail: blindeman@edgia.com

**Re:** Service Mark: EDGIA  
Application No.: 78198265  
Application Date: December 27, 2002  
Applicant: Edgia, Inc.  
Classes: 35, 41 & 42  
Country: United States  
Our Ref: 2033-011

**Report of Electronic Filing of Service Mark Application**

Dear Ms. Lindeman:

I am pleased to report that the referenced application was filed electronically with the Patent and Trademark Office and assigned Serial Number: 78198265. The details of the filing are indicated below. This means that your Service Mark is an Application Pending in the Trademark Office. During the next month, the application will be officially entered into the trademark office computer system. After your trademark application is entered into the computer system at the Patent and Trademark Office, persons conducting electronic searches will be on notice of the pending application. In approximately 2-5 months, the application will be assigned to an examining attorney and will be reviewed and examined to determine if the mark can be registered. We shall advise you when this happens.

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1/2/2003

**TRADEMARK**  
**REEL: 003377 FRAME: 0922**

do so.

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Kindest regards,  
GORDON E. R. TROY, PC  
/Gordon E. R. Troy/  
By: \_\_\_\_\_  
Gordon E. R. Troy, Esq.

1/2/2003

**TRADEMARK APPLICATION FILING PARTICULARS**

(Our Ref: USTM - EDGIA [2033-011])

**Trademark/Service Mark Information**

**EDGIA**

**Yes**

**None**

**Filing Information**

**December 27, 2002**

**78198265**

**Owner Information**

**Edgia, Inc.**

**Word Mark:**

**Graphic Information :**

**Filing Date**

**Serial No.**

**Full Name of Trademark Owner**

**Entity Type:**

**Corporation: State/Country of  
Incorporation**

**TRADEMARK**

**REEL: 003377 FRAME: 0924**

International Class  
Number of Classes

**computerized software systems for others in the fields of  
education and training in International Class 42  
35, 41 & 42  
3**

1/2/2003



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**EDGIA™**

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