



103587426

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Edward P. Fitts

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) United States of America

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 23, 2009

- 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: North Carolina State University
 Internal
 Address: Office of Legal Affairs
 Street Address: 304 Holladay Hall, Campus Box 7008
 City: Raleigh
 State: North Carolina
 Country: United States of America Zip: 27695

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

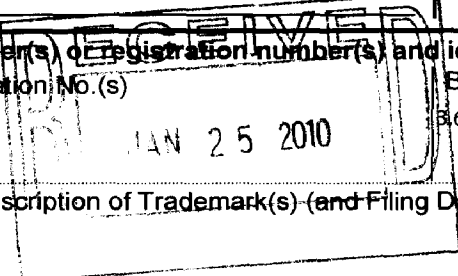
Other Non-Profit University Citizenship United States of America
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) of registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

3690,333



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: Judith P. Rodden, Esquire

Internal Address: Pozzuolo Rodden, P.C.

Street Address: 2033 Walnut Street

City: Philadelphia

State: Pennsylvania Zip: 19103

Phone Number: 215-977-8200

Fax Number: 215-977-9663

Email Address: judy@pozzuolo.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/25/2010 DBYRNE 00000022 3690333
 Deposit Account Number
01 FC:8521 40.00 UP
 Authorized User Name _____

9. Signature:

Signature
 Judith P. Rodden, Esquire
 Name of Person Signing

January 21, 2010

Date

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of this 23rd day of December, 2009 between Edward P. Fitts, an individual residing at 56 Highcroft Drive, Morgantown, Pennsylvania 19543 (hereinafter "Assignor") and North Carolina State University, a non-profit public university located in Raleigh, North Carolina 27695 (hereinafter "Assignee").

WHEREAS, the Assignor owns all of the right, title and interest in the Trademark and corresponding registration filed with the United States Patent and Trademark Office, containing the stylized lettering "ise", under registration # 3.690,333 with a registration date of September 29, 2009, as set forth on Exhibit "A" attached hereto and made a part hereof, together with the good will of the business connected with and symbolized by the Trademark (the "Trademark");

WHEREAS, the Assignee desires to acquire all right, title and interest in and to the Trademark;

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark; and

WHEREAS, the Assignor and Assignee are duly authorized and capable of entering into the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party hereto, the parties intending to be legally bound thereby agree as follows:

1. Assignment of Trademark. Assignor hereby sells, assigns, transfers and conveys to Assignee all of his entire right, title, interest in and to the Trademark, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registration within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registration set forth on Exhibit "A" to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor hereby agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

2. Registration Fee. The registration for the change of the registered owner of the Trademark with the United States Patent and Trademark Office shall be undertaken by the Assignor and the Assignor shall bear the registration fees incurred hereby.

3. **Representations and Warranties.** The Assignor hereby represents and warrants, to the best of his knowledge as of the date hereof, as follows:

- a. Assignor owns the entire right, title and interest in and to the Trademark;
- b. The Assignor has the right, power and authority to enter into this Agreement;
- c. All registrations for the Trademark are currently valid and subsisting and in full force and effect;
- d. There are no liens or security interest against the Trademark;
- e. The Trademark does not infringe upon the rights of any person or entity;
- f. The Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment; and
- g. This Agreement is valid, binding and enforceable in accordance with its terms.

4. **Effective Date and Term.** This Agreement has been duly executed by the Assignor's and the Assignee's authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. **Governing Law.** This Agreement shall be governed, construed and interpreted according the internal laws of the State of North Carolina. The parties hereby expressly and irrevocably agree and consent that any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby that cannot be settled through good faith discussion between the Assignor and Assignee may be instituted and maintained in any state or federal court sitting in Raleigh, North Carolina.

6. **Attorneys' Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, each party shall be responsible for his/its reasonable attorneys' fees and cost arising from litigation.

7. **Notices.** All notices, request, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by a major private overnight mail courier service. The respective addresses to be used for all such notices, demands or request are as follows:

If to Assignor: Mr. Edward P. Fitts
 56 Highcroft Drive
 Morgantown, Pennsylvania 19543

With a copy to: Pozzuolo Rodden, P.C.
Attn: Judith P. Rodden, Esquire
The Bye-Benson House
2033 Walnut Street
Philadelphia, PA 19103

If to Assignee: North Carolina State University
Attn: Judy L. Curry, Esquire
Office of Legal Affairs
304 Holladay Hall, Campus Box 7008
Raleigh, North Carolina 27965

8. Amendment and Supplement. Any amendment or supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

9. Waiver. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by an authorized officer of the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure

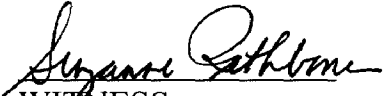
10. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

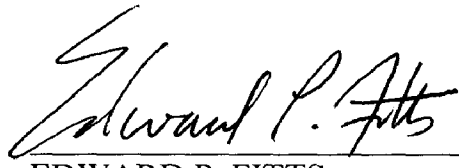
11. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter herein, and supersedes any prior or contemporaneous written or oral, representations or warranties concerning the subject matter herein.

(Intentionally left blank – signature page to follow)

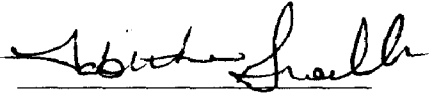
IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

AS TO ASSIGNOR:



WITNESS


EDWARD P. FITTS

AS TO ASSIGNEE:


WITNESS

NORTH CAROLINA STATE UNIVERSITY

BY: 
Name: Charles D. Leffler
Title: Vice Chancellor for Finance and Business

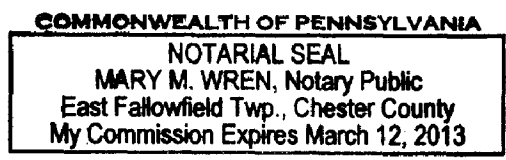
STATE OF Pennsylvania :
COUNTY OF Chester :

SS:

On this the 14th day of January, 2010, before me a Notary Public in and for the State and County aforesaid, personally appeared **EDWARD P. FITTS**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary M Wren
NOTARY PUBLIC



STATE OF North Carolina :
COUNTY OF wake :

SS:

On this the 23rd day of December, 2009, before me a Notary Public in and for the State and County aforesaid, personally appeared CHARLES D. LEFFLER, known to me (satisfactorily proven) to be an officer of North Carolina State University, duly authorized to execute this Assignment Agreement on behalf of North Carolina State University, and who signed and executed the foregoing on behalf of North Carolina State University for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Anna McClure Mitchell
NOTARY PUBLIC

MY COMMISSION
EXPIRES
7-4-2010

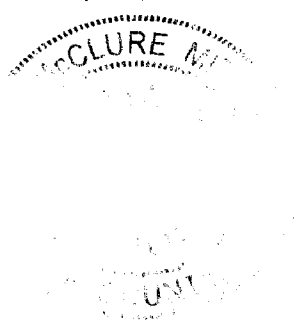


EXHIBIT "A"

LIST OF TRADEMARK ASSIGNED

<u>Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Date Registered</u>
ise (stylized)	3,690,333	September 29, 2009

United States of America

United States Patent and Trademark Office



Reg. No. 3,690,333 EDWARD P. FITTS (UNITED STATES INDIVIDUAL)
Registered Sep. 29, 2009 56 HIGHCROFT DRIVE
MORGANTOWN, PA 19543

Int. Cl.: 41 FOR: EDUCATIONAL SERVICES, NAMELY, PROVIDING COURSES OF INSTRUCTION
AT THE COLLEGE LEVEL IN THE FIELDS OF INDUSTRIAL AND SYSTEMS ENGINEERING
AND DISTRIBUTION OF COURSE MATERIAL IN CONNECTION THEREWITH, IN CLASS
41 (U.S. CLS. 100, 101 AND 107).
SERVICE MARK
PRINCIPAL REGISTER

FIRST USE 8-1-2008; IN COMMERCE 8-1-2008.

THE MARK CONSISTS OF THE STYLIZED LETTERS "I" AND "S" IN BLACK AND THE
STYLIZED LETTER "E" IS IN WHITE. THE LETTER "E" IS SURROUNDED BY A RED GEAR
WHEEL.

THE COLOR(S) BLACK, WHITE AND RED IS/ARE CLAIMED AS A FEATURE OF THE
MARK.

SN 77-511,080, FILED 6-30-2008.

MICHAEL TANNER, EXAMINING ATTORNEY



David J. Kybas

Director of the United States Patent and Trademark Office