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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
Arthur D. Little		05/10/2002	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	TIAX LLC
Street Address:	15 Acorn Park
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02140
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1140068	INNOVATION ASSOCIATES

CORRESPONDENCE DATA

Fax Number: (617)523-1231

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

Phone: 617.570.1000

Email: tmadmin@goodwinprocter.com

Correspondent Name: Robert M. O'Connell Jr.

Address Line 1: Exchange Place, 53 State Street
Address Line 2: GOODWIN PROCTER LLP

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	048828-078109
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/

TRADEMARK REEL: 004152 FRAME: 0302

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Date:	02/19/2010
Total Attachments: 6 source=ADL-TIAX TM Assignment#page1.ti source=ADL-TIAX TM Assignment#page2.ti source=ADL-TIAX TM Assignment#page3.ti source=ADL-TIAX TM Assignment#page4.ti source=ADL-TIAX TM Assignment#page5.ti source=ADL-TIAX TM Assignment#page6.ti	f f f

TRADEMARK
REEL: 004152 FRAME: 0303

NOTICE OF TRADEMARK ASSIGNMENT

Effective Date: May 10, 2002

WHEREAS, Arthur D. Little, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Assignor"), has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

WHEREAS, TIAX LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement dated as of April 5, 2002 (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

WHEREAS, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of a going business.

- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:
- Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from 1. Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole 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 or injury to said Marks or the registrations thereof or such associated goodwill.
- 2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks. The second secon
- 3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
- 4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

TRADEMARK REEL: 004152 FRAME: 0304 IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the first date listed above.

ASSIGNOR:	ASSIGNEE:
ARTHUR D. LITTLE, INC.	TIAX LLC
By: <u>Fuduck McElligot</u> Name: Frederick McElligot Title: Treasurer May 9, 2002	By: Name: Kenan E. Sahin Title: Managing Member

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the first date listed above.

ASSIGNOR:	ASSIGNEE:
ARTHUR D. LITTLE, INC.	TIAX LLC
By:	By:
Name: Frederick McElligot Title: Treasurer	Name: Kenan E. Sahin Title: Managing Member

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COMMONWEALTH OF MASSACHUSETTS			
)	SS.
COUNTY OF	MIDDLESEX		

On this 9th day of May, 2002, before me personally appeared Frederick McElligot, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of Arthur D. Little, Inc., a Massachusetts corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Frederick McElligot acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Notary Public

JULIET MCDEVITT .

My Commission Expires: March 7, 2008

JULIET A. McDEVITT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 7, 2008

STATE OF MA	
COUNTY OF SUKCELLE) SS.
COUNTY OF JORGERE)

On this <u>Lo</u> day of may, 2002, before me personally appeared Kenan E. Sahin, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of TIAX LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Kenan E. Sahin acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Notary Public

My Commission Expires: 4404

EXUIDIC A

RECORDED: 02/19/2010

TRADEMARK REEL: 004152 FRAME: 0309