

MRD 11/25/2013

RE 900269203 10/17/2013

TRADEMARK ASSIGNMENT

12/03/2013



103664170

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
Mindbox, LLC		12/15/2005	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	MacDonald Dettwiler Information Technology Services Limited Liability Company
Street Address:	Dohany utca 12.
City:	H-1074 Budapest
State/Country:	HUNGARY
Entity Type:	LIMITED LIABILITY COMPANY: HUNGARY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1430923	ART

CORRESPONDENCE DATA

Fax Number: 6172359493  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 415-315-2335  
 Email: trademarks@ropesgray.com  
 Correspondent Name: Annie Esser, Ropes & Gray LLP  
 Address Line 1: Three Embarcadero Center  
 Address Line 4: San Francisco, CALIFORNIA 94111-4006

ATTORNEY DOCKET NUMBER:	105444-8020-017
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DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:

CH \$40.00 1430923

Address Line 3:

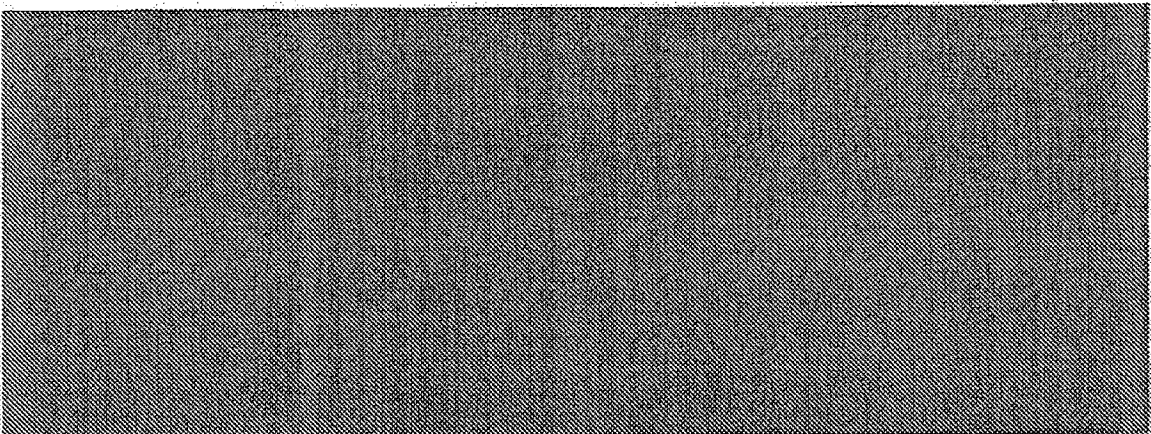
Address Line 4:

NAME OF SUBMITTER:	Annie Esser
Signature:	/Annie Esser/
Date:	10/17/2013

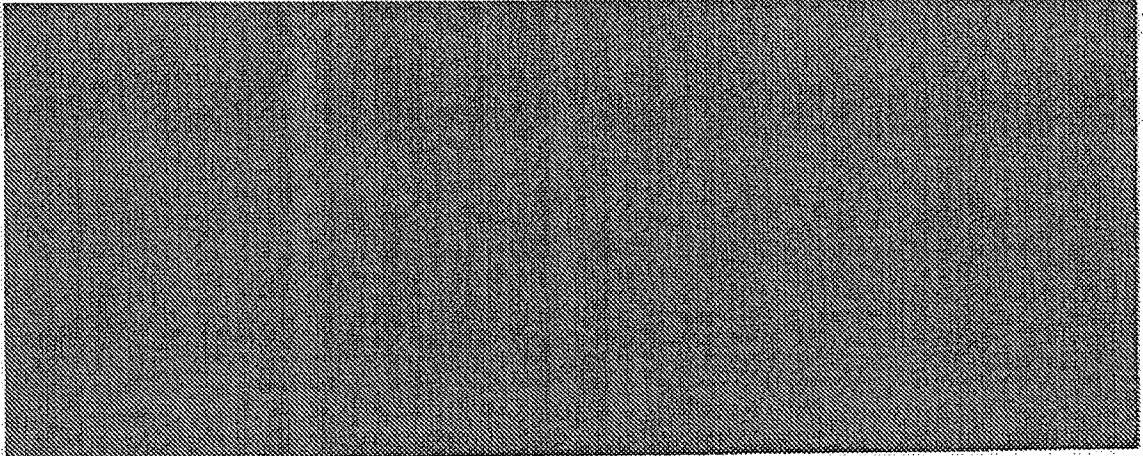
**Total Attachments: 29**

source=1 - Mindbox Purchase Agreement and Disclosure Schedule#page1.tif  
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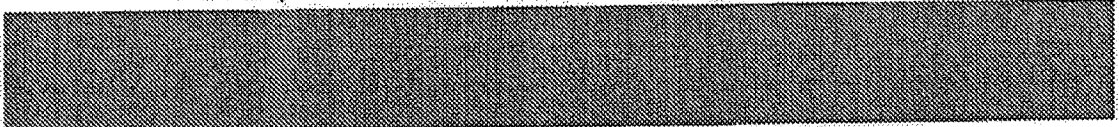




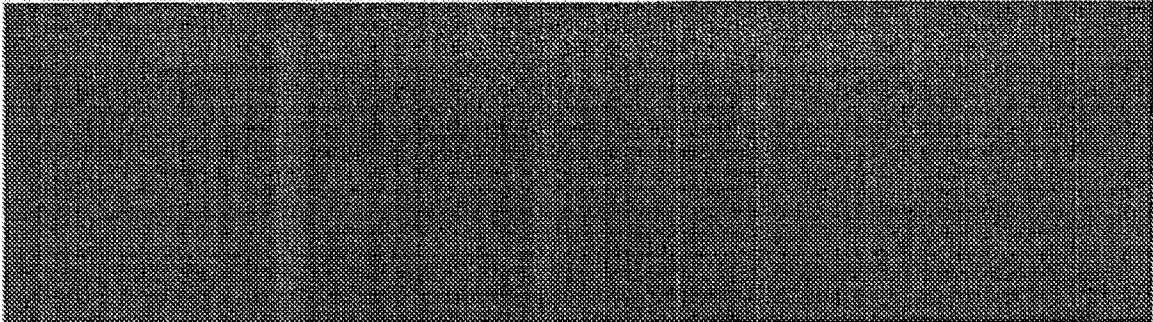
- (k) "Agreement" means this agreement and all schedules attached to this agreement, in each case as they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this agreement and unless otherwise indicated, references to Articles and sections are to Articles and sections in this agreement.
- (l) "Applicable Law" means all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Authority, (ii) Governmental Approvals and (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority.



- (p) "Business" means the provision of software and services for the purpose of making decisions relating to the mortgage loan origination process, including the areas of underwriting, transaction structuring, pricing and eligibility carried on by the Seller.



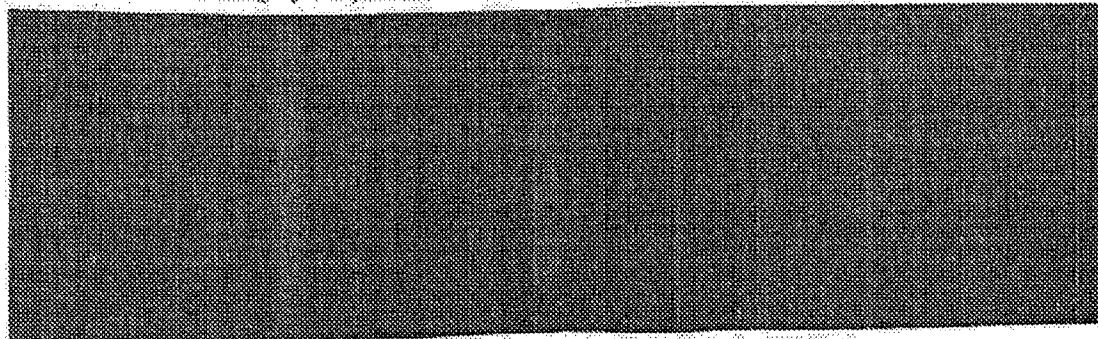
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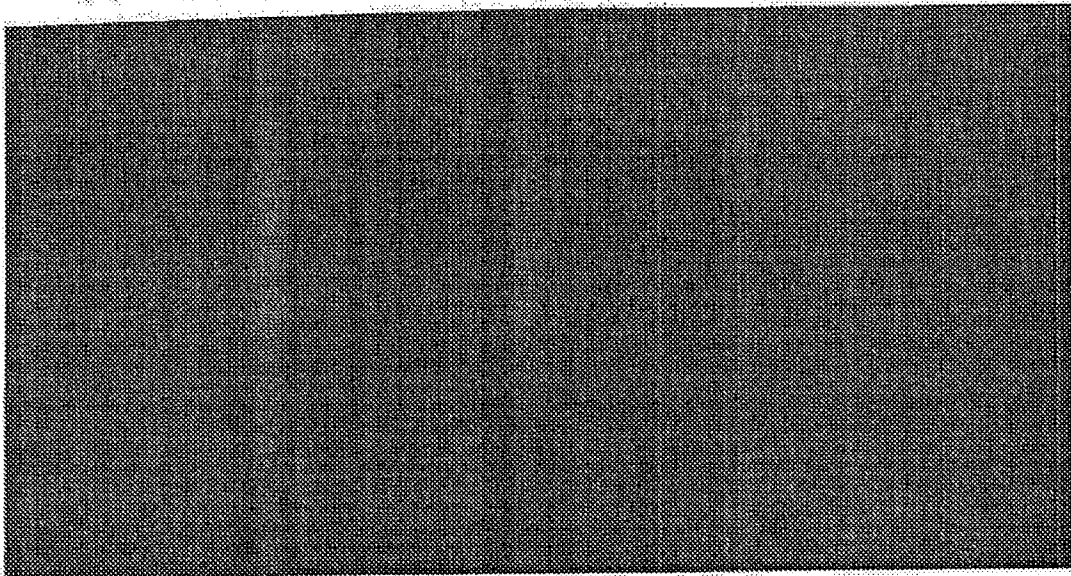
(v) "Closing" has the meaning set forth in Section 3.1;



(x) "Closing Date" means such date in December, 2005 as may be agreed upon in writing by the parties;

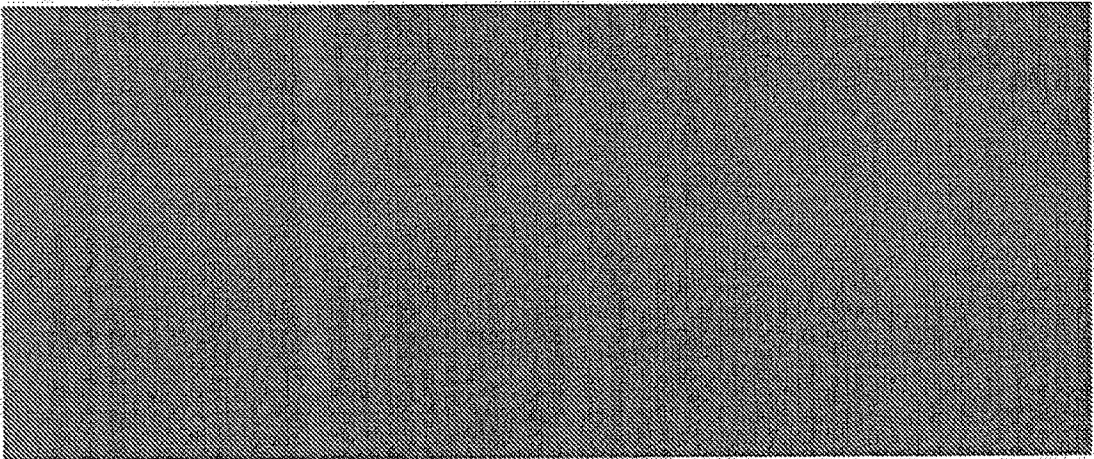


(cc) "Disclosure Schedule" has the meaning set forth in Article 6;

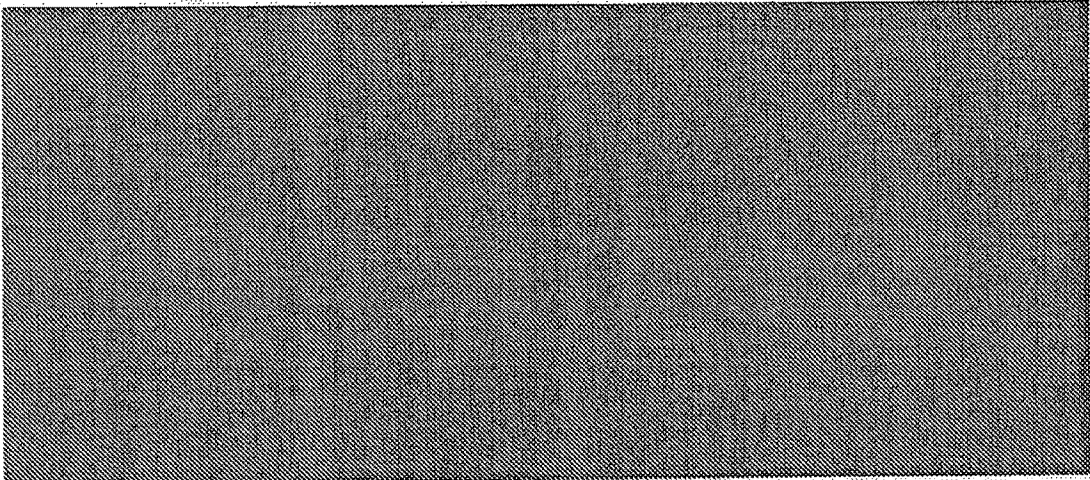


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- (it) "Governmental Approval" means any permit, approval, order, consent, license, certificate, franchise, exemption or other authorization of, with or to any Governmental Authority;
- (iu) "Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any governmental authority, agency, department, board, commission or instrumentality of the United States, any State of the United States or any political subdivision thereof, of Canada or any province of Canada and any tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization;



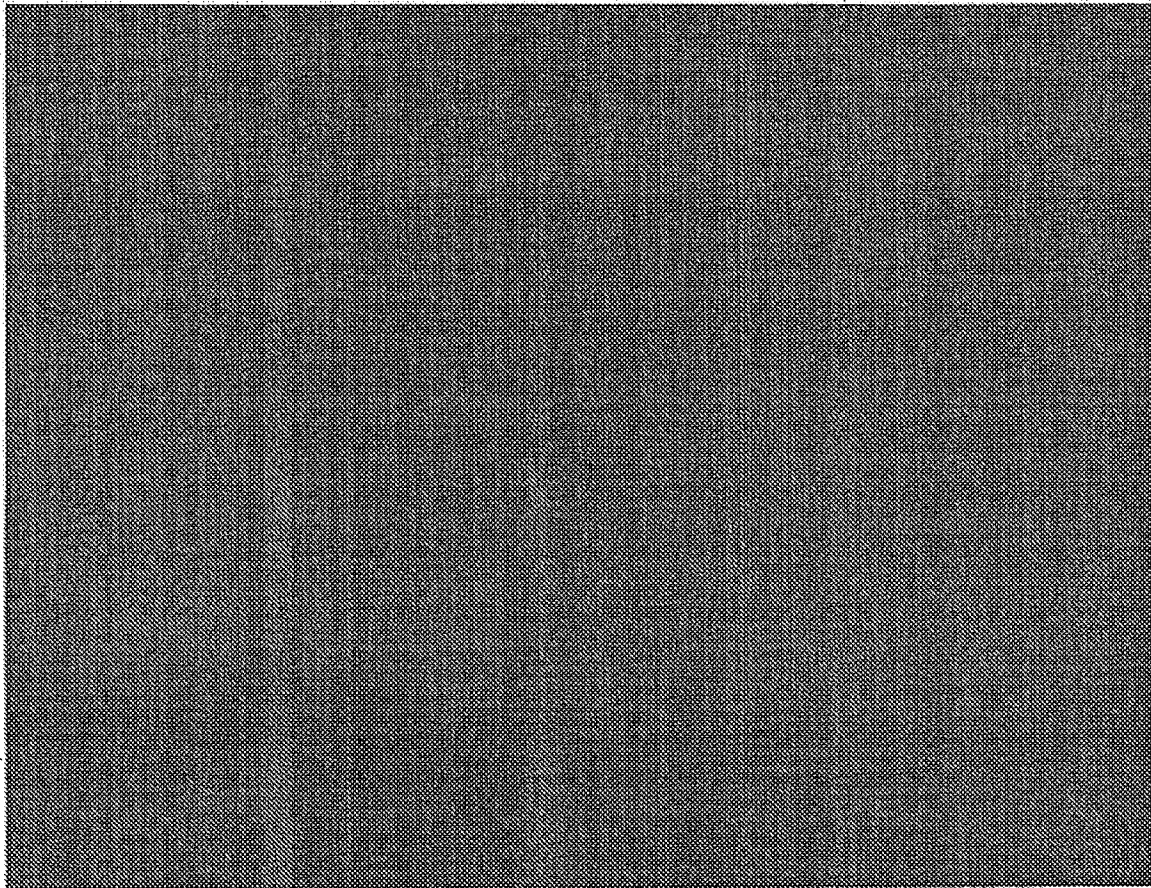
- (iv) "Intellectual Property Assets" means the Intellectual Property Rights and Technology owned or used by the Seller in the Business;

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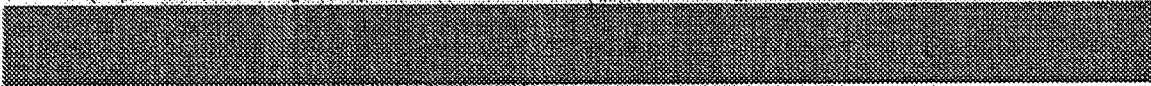
(72) "Intellectual Property Rights" means any and all rights in, arising out of, or associated with any of the following: (i) all utility models and design and utility patents and applications therefor (including the right to file patent applications) and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary information, know-how and technology, including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, pricing and cost information, and business and marketing plans and proposals (collectively, "Trade Secrets"); (iii) all works of authorship, copyrights, mask works, copyright and mask work registrations and applications; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, trademarks and service marks; trademark and service mark registrations and applications (collectively, "Trademarks"); (vi) all Software; (vii) rights to Uniform Resource Locators, Web site addresses and domain names; (viii) any similar, corresponding or equivalent rights to any of the foregoing; and (ix) all translations, adaptations, derivations, and combinations thereof, including goodwill associated with any of the foregoing;

(88b) "Know-How" means technical knowledge, engineering knowledge, unpatentable inventions, trade secrets, manufacturing secrets, secret processes, formulae, manufacturing procedures, methods, data and current and accumulated experience resulting from scientific research, practical experience and otherwise that are not fixed in any tangible medium of expression.

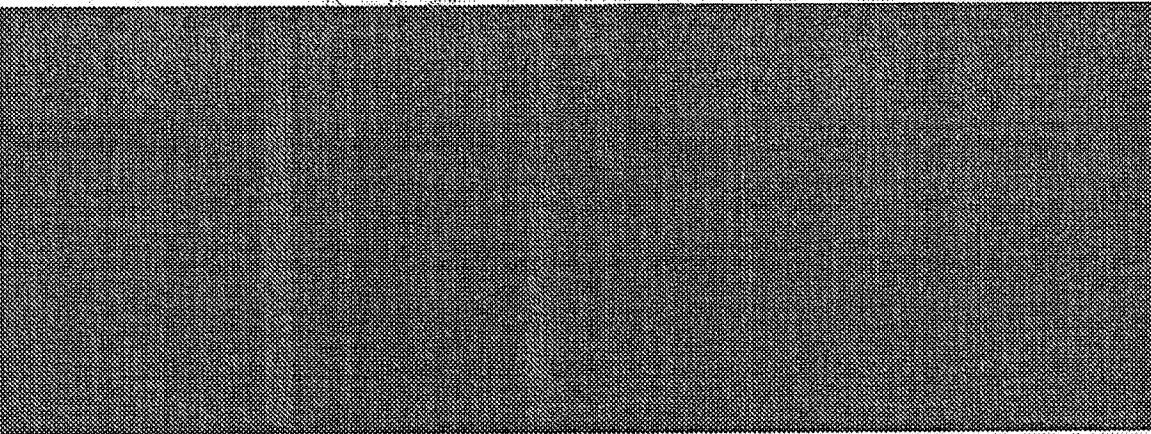
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(iii) "MDA Buyer Purchased Assets" has the meaning set forth in Section 2.2(a);



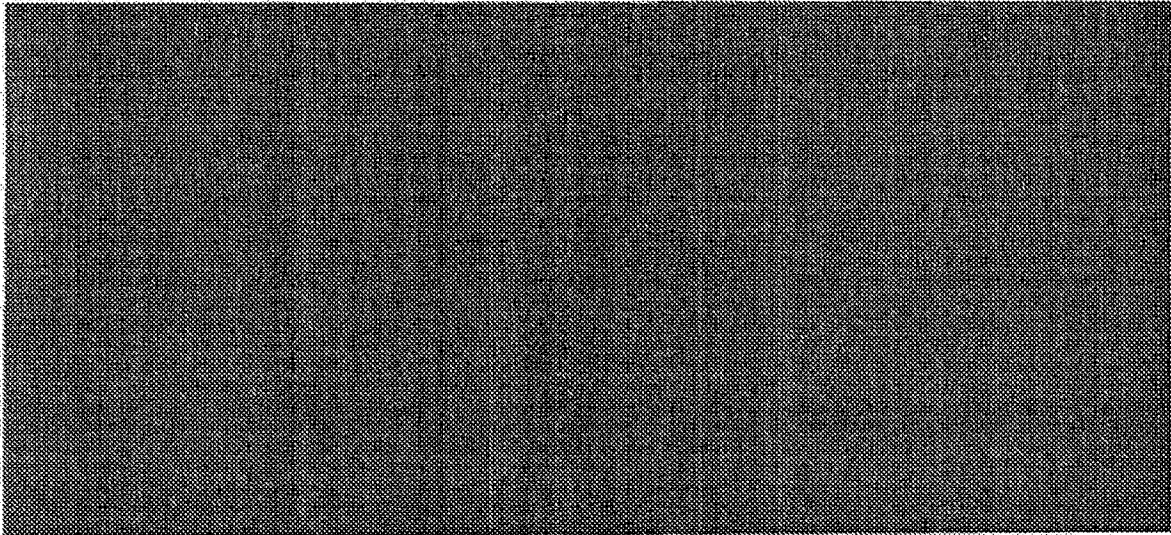
(iiii) "MDITS Purchased Assets" has the meaning set forth in Section 2.2(b);



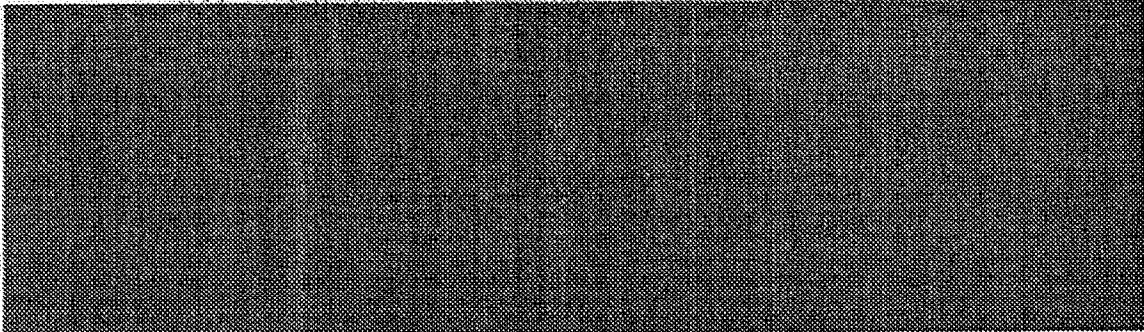
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(iii) "Technology" means all tangible embodiments of Intellectual Property Rights, including technology, technical information, business information and software, systems, files, records, databases, drawings, artwork, designs, displays, audio-visual works, devices, hardware, apparatuses, documentation, manuals, specifications, flow charts, web pages, customer lists, supplier lists, equipment lists, electronic and other data, and other tangible embodiments of, or materials describing or disclosing, technical or business data, concepts, recipes, formulas, operating procedures, Know-How, Trade Secrets, inventions (whether patentable or unpatentable), algorithms, formulae, processes, routines, databases, works of authorship and the like.



**1.2 Headings and Table of Contents**

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

**1.3 Gender and Number**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

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**1.4 Currency**

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States dollars.

**1.5 Invalidity of Provisions**

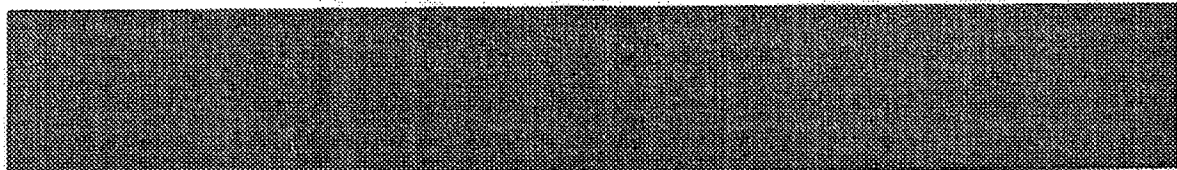
Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by Applicable Law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

**1.6 Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions, or presentations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement, or any amendment or supplement thereto, by any party to this Agreement or its directors, officers, employees or agents, to any other party to this Agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and none of the parties to this Agreement has been induced to enter into this Agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above.

**1.7 Waiver, Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.



ARTICLE 2  
SALE AND PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Agreement to Sell and Purchase

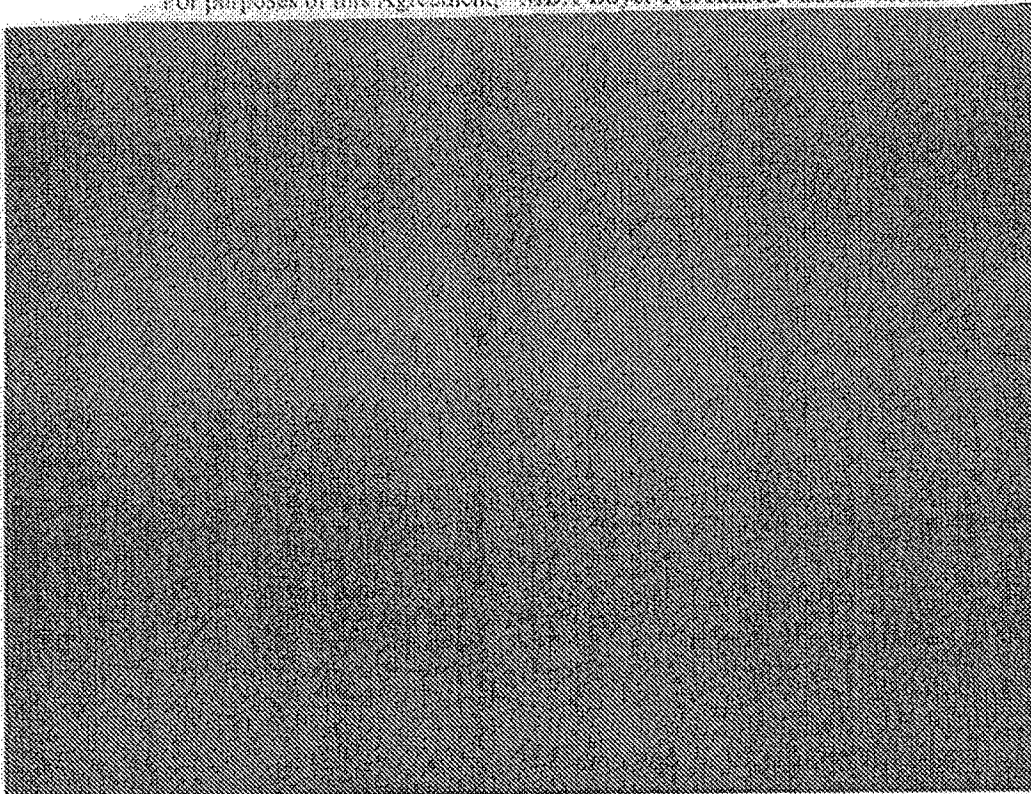
Subject to the terms and conditions hereof and in reliance upon the representations, warranties, covenants and agreements contained herein, at the Closing, the Seller shall:

- (a) sell, assign, transfer, convey and deliver to MDA Buyer and MDA Buyer shall purchase from the Seller, the MDA Buyer Purchased Assets; and
- (b) sell, assign, transfer, convey and deliver to MDITS, and MDITS shall purchase from the Seller, the MDITS Purchased Assets.

2.2 Purchased Assets

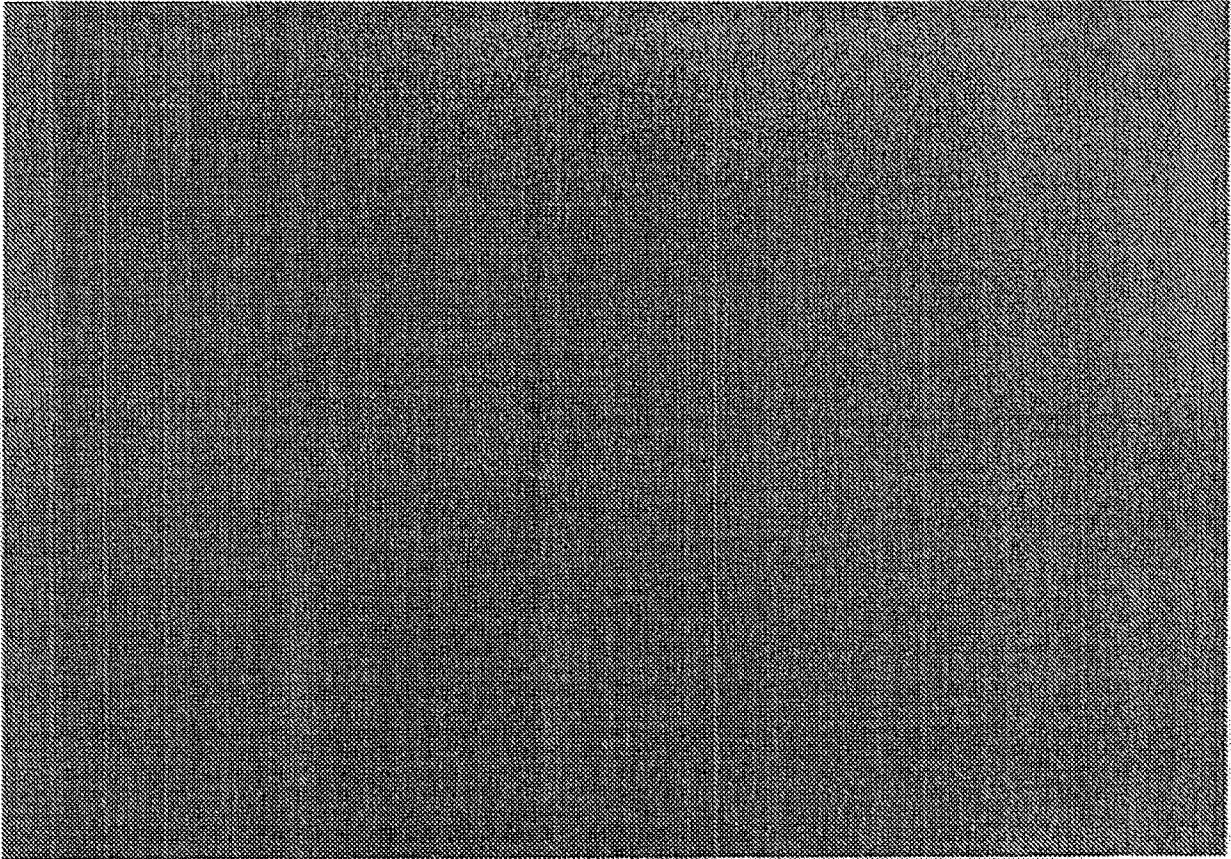
- (a) MDA Buyer Purchased Assets

For purposes of this Agreement, "MDA Buyer Purchased Assets" means



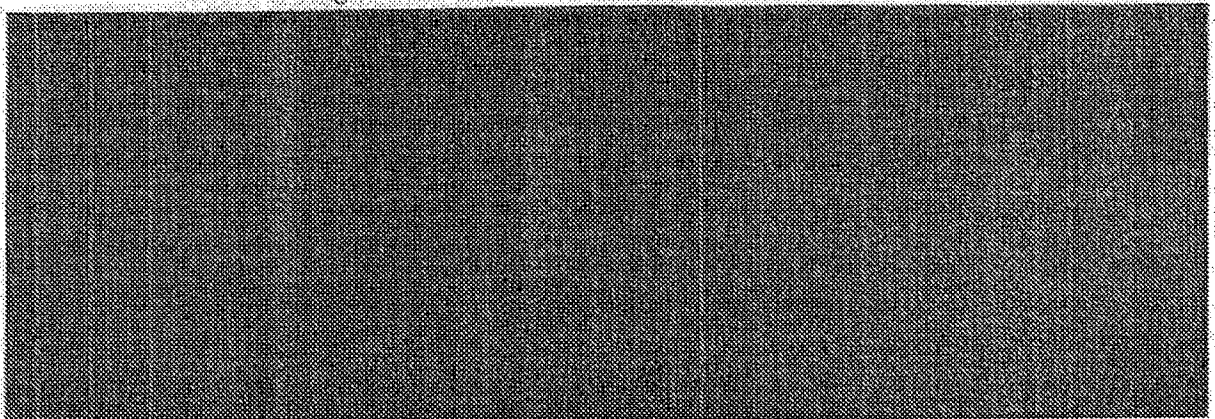
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(b) MDITS Purchased Assets

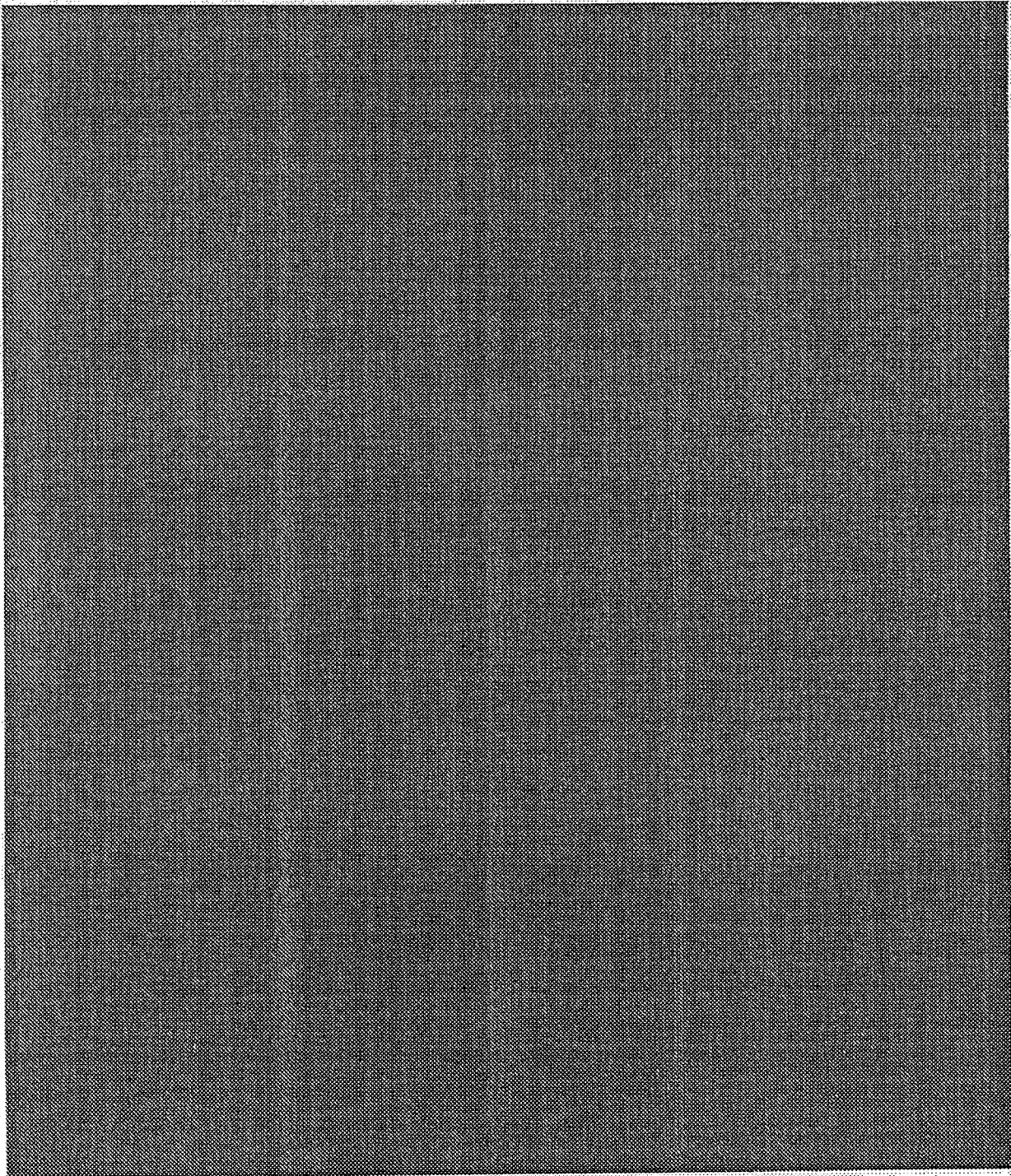
For the purposes of this Agreement, "MDITS Purchased Assets" means all right, title, benefit and interest of the Seller in and to the following assets related to or used in connection with this Business, wherever situated, and as the same exists on the Closing Date:



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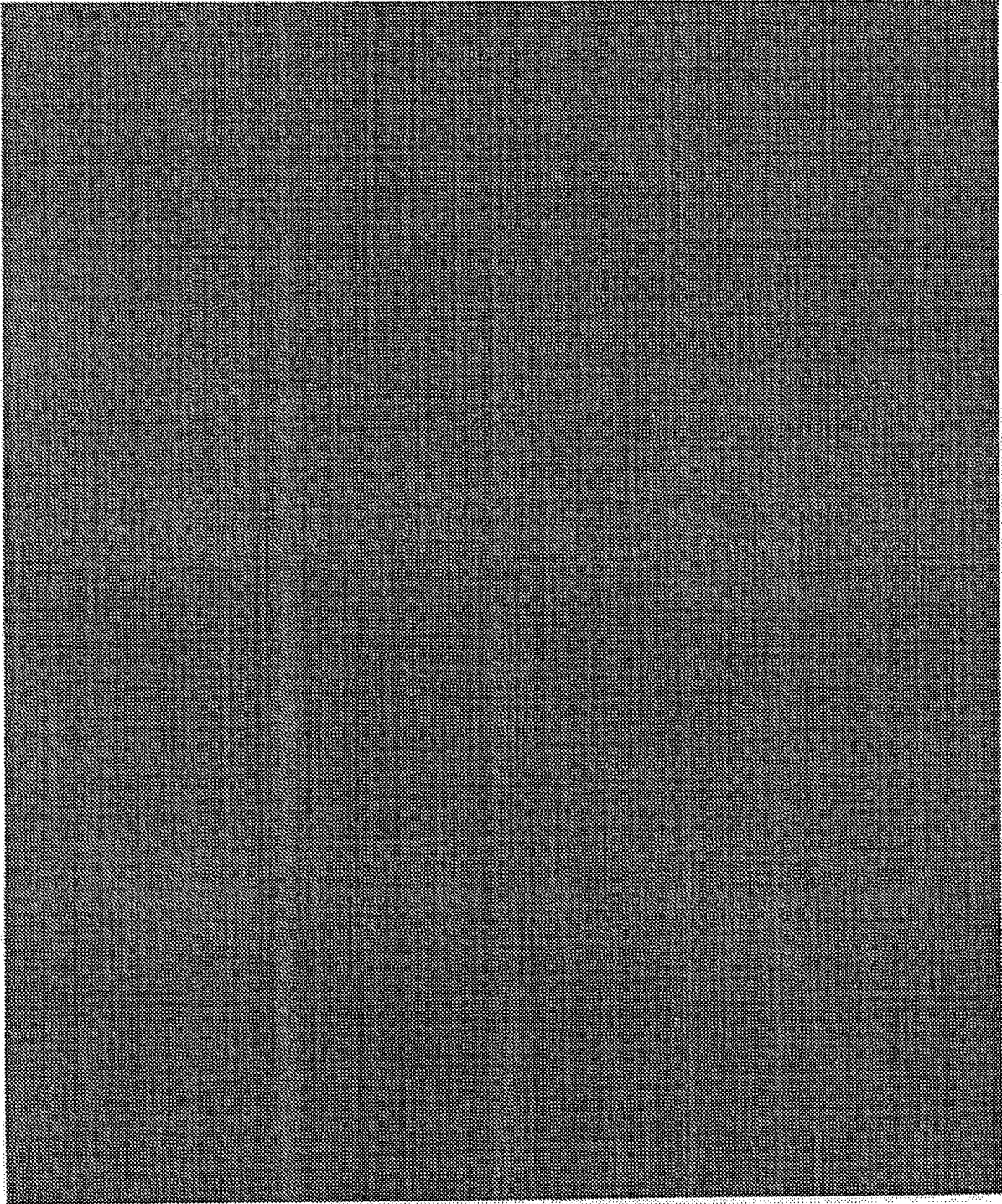


- (ii) all Intellectual Property Assets, including, without limitation, the Intellectual Property Assets described in Section 2.2(b)(i) to the Disclosure Schedule;

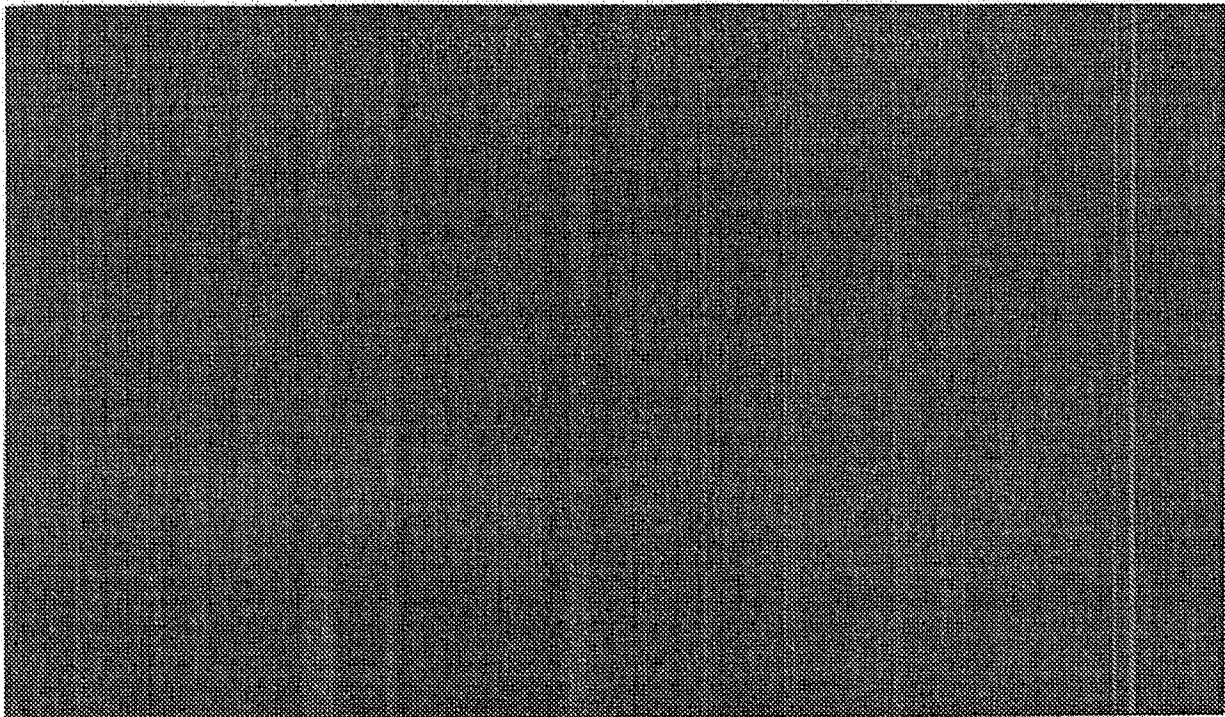


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251302/1611/897

ARTICLE 18  
MISCELLANEOUS



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18.3 Notices and Other Communications

Any notice or other communication required, contemplated or permitted by this Agreement by any party shall be in writing and shall be deemed served (a) when personally delivered, (b) when transmitted via facsimile machine to the party for whom it is intended at the number shown below, (c) on the next business day after delivery to a reputable overnight courier for next business day delivery, or (d) five business days after deposit in the mail, registered or certified mail, return receipt requested, postage prepaid, addressed, in the case of deliveries made pursuant to clause (c) or (d), as follows:

If to MDA:

MacDonald, Dettwiler and Associates Corp.  
13800 Commerce Parkway  
Richmond, B.C. V6V 2J3

Attention: Terry Piche  
Fax No.: 604-231-2759

If to Buyers:

MDA MindBox Inc.  
13800 Commerce Parkway  
Richmond, B.C. V6V 2J3

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291205/1811/997

Attention: Terry Piche  
Fax No.: 604-231-2739

and

MacDonald Dettwiler Information Technology Services  
Limited Liability Company  
13800 Commerce Parkway  
Richmond, B.C. V6V 2J3

Attention: Terry Piche  
Fax No.: 604-231-2739

With copies for MDA and Buyers (which shall not constitute notice) to:

Farris, Vaughan, Wills & Murphy  
25<sup>th</sup> Floor - 700 West Georgia Street  
Vancouver B.C. V7Y 1B3

Attention: Elizabeth J. Harrison, Q.C.

Fax No. (604) 661-9349

If to Seller:

Mindbox, LLC, c/o Rich Bacfus  
Suite No. 133, Drakes Landing,  
Building 300  
300 Drakes Landing Road  
Greenbrae, California 94904

Fax No.: 415-785-3055

With copies to:

Thelen Reid & Priest LLP  
101 Second Street, Ste. 1800  
San Francisco, CA 94105-3601

Attention: Philip W. Peters

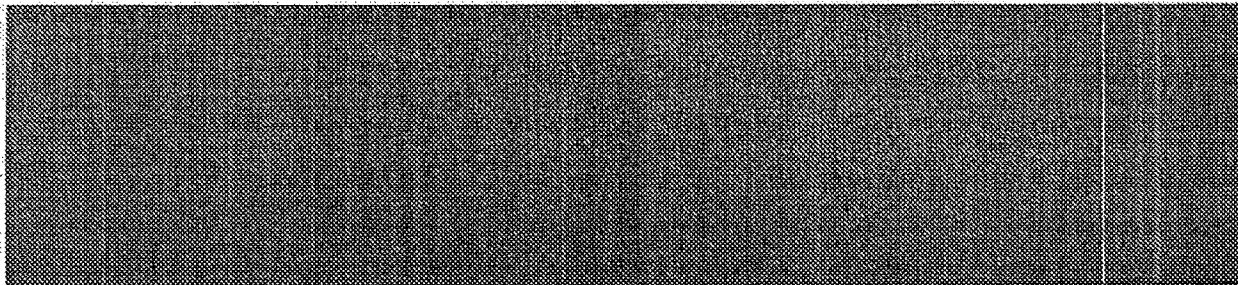
Fax No.: 415-371-1211

or to such other address or addresses as any addressee may designate for itself by written notice served in accordance herewith.



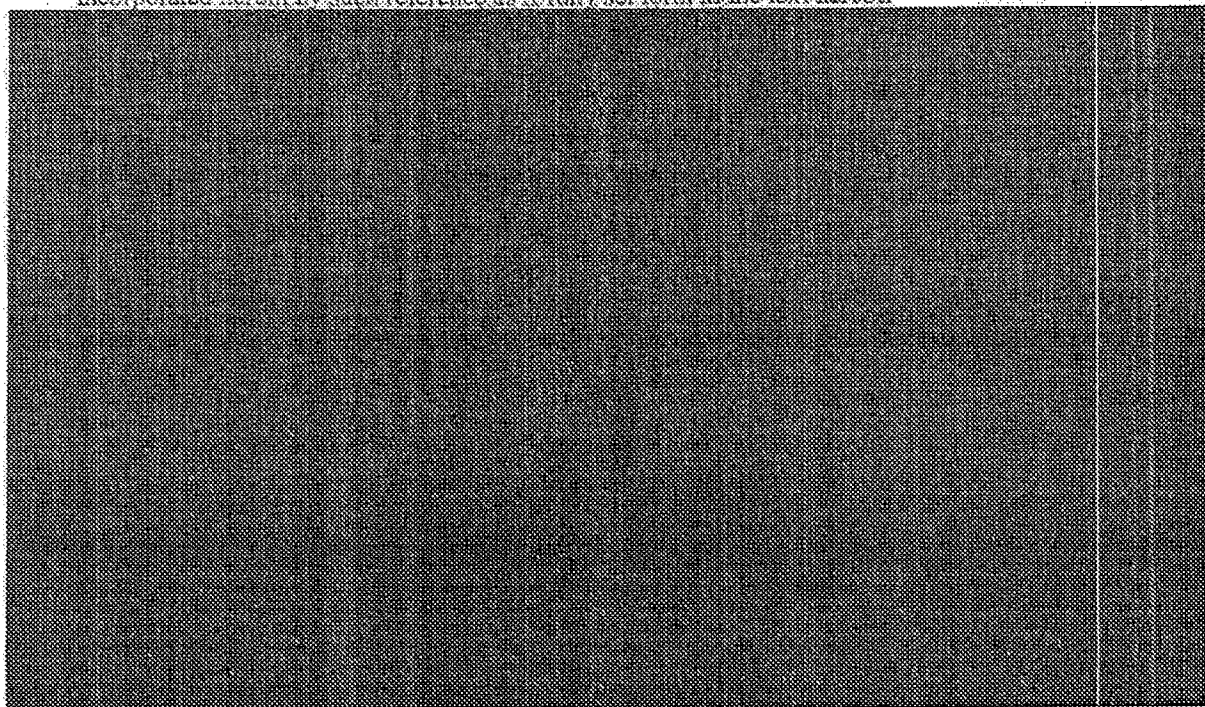
**18.4 Counterparts**

This Agreement may be executed in any number of counterparts and by facsimile, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement.



**18.6 Disclosure Schedule and Exhibits:**

The Disclosure Schedule and Exhibits referred to herein and attached to this Agreement are incorporated herein by such reference as if fully set forth in the text hereof.



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201305/1011/W57







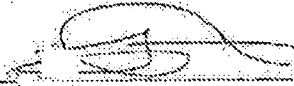
SELLER

MINDBOX LLC

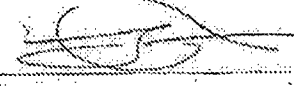
By: \_\_\_\_\_  
Name:  
Title:

BUYERS

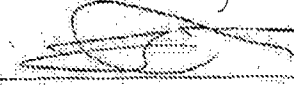
MDA MINDBOX INC.

By:  \_\_\_\_\_  
Name:  
Title: TW. FICHE  
VICE-PRESIDENT, COMMERCIAL SERVICES

MACDONALD DETTWILER  
INFORMATION TECHNOLOGY  
SERVICES LIMITED LIABILITY  
COMPANY

By:  \_\_\_\_\_  
Name:  
Title: TW. FICHE  
VICE-PRESIDENT, COMMERCIAL SERVICES

MACDONALD DETTWILER  
AND ASSOCIATES CORP.

By:  \_\_\_\_\_  
Name:  
Title: TW. FICHE  
VICE-PRESIDENT, COMMERCIAL SERVICES

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16120511802/C007

**DISCLOSURE SCHEDULE**  
**TO**  
**ASSET SALE AND PURCHASE AGREEMENT**  
**BY AND AMONG**  
**MINDBOX, LLC**  
**AND**  
**MDA MINDBOX INC.**  
**MACDONALD DETTWILER INFORMATION**  
**TECHNOLOGY SERVICES LIMITED LIABILITY COMPANY**  
**AND**  
**MACDONALD, DETTWILER AND ASSOCIATES CORP.**

**December 15, 2005**

Note: Except as otherwise expressly defined, capitalized terms used in this Disclosure Schedule shall have the meaning set forth in the Agreement referenced above. Disclosures made in the Disclosure Schedule by the Seller shall be deemed to have been made with reference to all sections in the Agreement to which such disclosure would be applicable.

SP #1022355 v6

**TRADEMARK**  
**REEL: 005165 FRAME: 0607**

Section 2.2(b)(ii)

MDA Buyer Purchased Assets - Intellectual Property Assets

Trade Names and Slogans:

MindBox LLC

MindBox

Streamlining Intelligence through your Enterprise

The intelligence in the Internet

ARTEnterprise Product Family

MindBox URL's:

www.mindbox.com

www.mindbox.info

www.mindbox.net

www.mindboxpowereditor.com

www.powereditor.com

MindBox Products:

ArtEnterprise - See Brightware License

ArtOptimize

ArtPrice

ArtQualify

MindBox Power Editor

Generic Technology Library

Copyrights:

See attached list of registered copyrights acquired in the spin-off from Brightware.

MindBox Products not registered:

ArtOptimize

ArtPrice

ArtQualify

MindBox Power Editor

Generic Technology Library

Trademarks:

See attached list of Trademark Properties.

SF #1022559 96



# MindBox LLC TRADEMARK PROPERTIES

Trademark	Country	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes Codes	Bus. Date	Status
ART	United States of America	73/569943 25-Mar-05	1430923 03-Mar-07	109 Computer programs and instructional manuals packaged together as a unit.	R 3/3/2007	Registered Owner: Mindbox, LLC
ART CREDIT	United States of America	76/157358 31-Oct-03	2544497 05-Mar-02	109 Computer software, namely, computer software modules for automating business decision making processes and for evaluating credit information and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals sold as a unit therefor.	D 3/5/2009 R 3/5/2012	Registered Owner: Mindbox, LLC
ART ENTERPRISE (Stylized) ART <sup>®</sup> Enterprise	European Community	382770 25-Oct-98	382770 24-Sep-99	109 Computer programs for artificial intelligence.	R 10/25/2009	Registered Owner: Mindbox, Inc.
ART ENTERPRISE (Stylized) ART <sup>®</sup> Enterprise	Korea, Republic of	88-1736 18-Oct-98	1400 30-Jun-00	109, 38, 42	R 6/30/2010	Registered
ART ENTERPRISE (Stylized) ART <sup>®</sup> Enterprise	Switzerland	75371935 16-Oct-98	441460 18-Oct-98	109 Artificial intelligence computer programs.	R 10/16/2009	Registered Owner: Brightware, Inc.

Trademark	Country	Appn No. Appl Date	Reg No Reg Date	Classes Goods	Bus Data	Status
ART EXPLAIN	United States of America	76/187356 31-Oct-00	2504057 06-Nov-01	109 Computer software, namely, computer software modules for automating business processes by collecting information concerning how immediate and final credit decision are achieved and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals sold as a unit therefor.	O 11/6/2007 R 11/9/2011	Registered Owner: Mindbox, LLC
ARTENTERPRISE (Stylized) ARTEnterprise	United States of America	74/348630 08-Jan-93	1867208 04-Oct-94	109 Computer programs for artificial intelligence.	R 10/4/2014	Registered Owner: Mindbox, LLC
ART-IM	Benelux	67210 11-May-88	482388 28-Sep-95	109 Computer programs for artificial intelligence.	R 5/11/2009	Registered Owner: Brightware, Inc.  Allow to expire.
ART-IM	France	131441 19-May-88	1531915 19-May-98	109 Software.	R 5/18/2009	Registered Owner: Brightware, Inc.  Allow to expire.
ART-IM	Germany	3340059Wz 18-May-88	1155883 14-Mar-90	109, 42 In Class 09: Calculating machines, data processing equipment, computers and machines readable data carriers of all kinds, with programs supplied.  In Class 42: Development of computer programs, in particular artificial intelligence programs.	R 5/18/2009	Registered Owner: Mindbox, Inc.  Allow to expire.

Trademark	Country	Applic. No. Appl. Date	Reg. No. Reg. Date	Classes Goods	Due Date	Status
ART-IM	Korea, Republic of	89-12216 23-Nov-89	286954 23-Nov-90	109 Computer programs concerning artificial intelligence.	R 11/23/2010	Registered Allow to expire.
ART-IM	Spain	1501698 20-May-91	1501698 20-Sep-91	109 Computer parts and computer programs concerning artificial intelligence.	R 5/28/2009	Registered Owner: Mindbox Inc. Allow to expire.
ART-IM	Switzerland	373001 12-May-89	373001 12-May-89	108 Computer software.	R 5/12/2005	Registered Owner: Engware, Inc. Allow to expire.
ART-IM	United States of America	73781388 02-Nov-88	1562860 22-Aug-89	109 Computer programs concerning artificial intelligence.	R 8/22/2008	Registered Owner: Mindbox, LLC Allow to expire.
ARTOPTIMIZE	United States of America	78517185 15-Nov-04		109 Computer software, namely: computer software modules for automating business processes by collecting information concerning how intermediates and final goods decisions are achieved, and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment and manuals sold as a unit thereof.		Published on 10/11/2005  Owner: Mindbox, LLC.


Trademark	Country	App'n No. App'l Date	Reg No. Reg Date	Classes Excl's	Bus Date	Status
ARTPRICE	United States of America	79/517181 15-Nov-04		109 Computer software, namely, computer software modules for automating business processes by collecting information concerning how intermediate and final credit decisions are achieved, and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunications equipment; and manuals sold as a unit therefor.		Published on 10/18/2005.  Owner: Mindbox, LLC
ARTQUALIFY	United States of America	78/517169 15-Nov-04		109 Computer software, namely, computer software modules for automating business processes by collecting information concerning how intermediate and final credit decisions are achieved, and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunications equipment; and manuals sold as a unit therefor.		Published on 10/18/2005.  Owner: Mindbox, LLC
INFERENCE ART	Switzerland	348347 03-Oct-88	348347 03-Oct-88	109 Magnetic tapes, disks, floppy disks and cassettes for computers, reading carriers for recorded computer programmes, namely magnetic tapes and cassettes, disks and floppy disks, magnetic cards, slip and punch cards, transparencies, microfilm and microfiches, prints, periodicals, books, instructional and education material, paper ribbons, punch cards, paper for computer printers, other stationary for use with computers.	R 10/3/2008	Registered Owner: Brightware, Inc.  *Art* has been disclaimed.


Trademark	Country	Appln No. Appl Date	Reg No Reg Date	Classes Goods	Due Date	Status
MINOBOX	Australia	857331 16-Nov-00	857331 16-Nov-00	1 09, 41, 42 In Cl. 09: Computer software, namely, computer software for automating business processes and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals sold as a unit therefor.  In Cl. 41: Software application development training and education.  In Cl. 42: Consulting services, namely consulting with and developing computer programs for others.	R 11/16/2010	Registered Owner: Mindbox, Inc.

MINOBOX	European Community	1979353 17-Nov-00	1979353 12-Apr-02	1 09, 41, 42 In Cl. 09: Computer software, namely, computer software for automating business processes and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals in electronic format sold as a unit therefor; apparatus for recording, transmission, processing or reproduction of sound and/or images and/or data; apparatus and equipment for telecommunications technology; magnetic data carriers; digital data carriers; data processing equipment and computers.  In Cl. 41: Software application development training and education; education; providing of training; entertainment; sporting and cultural activities.  In Cl. 42: Consulting services, namely consulting with and developing computer programs for others; computer programming; development and testing of electronic communications, word processing and information processing systems; data bank services, namely leasing of access lines to and operation of data banks and collecting and supply of news.	R 11/17/2010	Registered Owner: Mindbox, Inc.
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Trademark	Country	Appln No. Appl Date	Reg No. Reg Date	Classes Goods	Reg Date	Status
MINDBOX	Mexico	458798 17-Nov-00	787919 11-Nov-02	1-08 Computer software, namely, computer software for automating business processes and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals sold as a unit thereof.	R 11/17/2010	Registered Owner: Mindbox, Inc.
MINDBOX	Mexico	458798 17-Nov-00	786118 13-Nov-02	1-41 Training and educational services for development of applications, software and applications, teaching materials.	R 11/17/2010	Registered Owner: Mindbox, Inc.
MINDBOX	Mexico	458800 17-Nov-00	787920 11-Nov-02	1-42 Development of computer programs for third parties.	R 11/17/2010	Registered Owner: Mindbox, Inc.
MINDBOX	United States of America	75950824 17-May-00	2521063 25-Dec-01	1-09, 41, 42 In Cl. 09: Computer software, namely, computer software for automating business processes and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals sold as a unit thereof.  In Cl. 41: Software application development training and education, and educational materials used therefor.  In Cl. 42: Consulting services, namely consulting with and developing computer programs for others.	D 12/25/2007 R 12/25/2011	Registered Owner: Mindbox, LLC.

Trademark	Country	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes Goods	Due Date	Status
MINDBOX & Design 	Australia	857382 16-Nov-00	857381 16-Nov-00	108, 41, 42 In Cl. 08: Computer software, namely, computer software for automating business processes and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals sold as a unit thereto.  In Cl. 41: Software application development training and education.  In Cl. 42: Consulting services, namely consulting with and development of computer programs for others.	R 11/16/2010	Registered Owner: Mindbox, Inc.

MINDBOX & Design 	European Community	1971845 17-Nov-00	1971845 25-Feb-02	108, 41, 42 In Cl. 08: Computer software, namely, computer software for automating business processes and for linking back office business operations with front office operations, and for interfacing with computer networks and telecommunication equipment, and manuals in electronic form, sold as a unit thereto.  In Cl. 41: Software application development training and education; education; providing of training; entertainment; sporting and cultural activities.  In Cl. 42: Consulting services, namely consulting with and developing computer programs for others; computer programming; development and testing of electronic communications; word processing and information processing system; data bank services, namely leasing of access lines to and operation of data banks, and collecting and supply of news.	R 11/17/2010	Registered Owner: Mindbox, Inc.
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