

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-17-1998

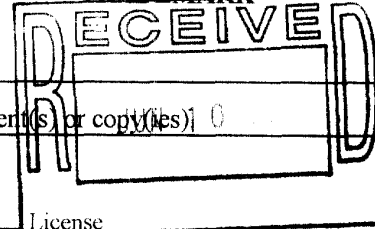
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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HEET

TRADEMARK



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) 0

Submission Type

New
 Resubmission (Non-Recordation)
Document ID # _____
 Correction of PTO Error
Reel # _____ Frame # _____
 Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License
 Security Agreement Nunc Pro Tunc Assignment
 Merger
Effective Date
Month Day Year
 Change of Name 4/15/98
 Other _____

Conveying Party

____ Mark if additional names of conveying parties attached

Name William J Hudson Execution Date
Month Day Year
4/15/98
Formerly _____
 Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship/State of Incorporation/Organization United States

Receiving Party

____ Mark if additional names of receiving parties attached

Name A2S2 Digital Projects, Inc.
DBA/AKA/TA _____
Composed of _____
Address (line 1) 875 North Michigan Avenue
Address (line 2) Suite 3370
Address (line 3) Chicago, Illinois 60611
 Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
 Corporation Association
 Other _____
 Citizenship/State of Incorporation/Organization Delaware

06/15/1998 SSMITH 00000008 1633174

FOR OFFICE USE ONLY

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40.00 UP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 212-309-6676

Name Johanna L. Werbach
Address (line 1) MORGAN, LEWIS & BOCKIUS LLP
Address (line 2) 1800 M Street, N.W., Attn: TMSU
Address (line 3) Washington, DC 20036

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

1

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers are attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,633,174

Number of Properties Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed

Deposit Account 13-4520

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Johanna L. Werbach
Name of Person Signing

Johanna L. Werbach
Signature

6/19/98
Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment is made by and between William J. Hudson, an individual United States citizen, located at 11770 South Cherry Lane, Olathe, Kansas 66061-8745 ("Assignor"), and A2S2 Digital Projects, Inc., a Delaware corporation, located at 875 North Michigan Avenue, Suite 3370, Chicago, Illinois 60611, ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the mark INTELLECTUAL CAPITAL EXCHANGE (the "Mark"), the federal registration therefor, Registration No. 1,633,174, and the goodwill developed through the use of the Mark; and

WHEREAS, Assignee desires to acquire, and Assignor is willing to transfer to Assignee, all of Assignor's rights to the Mark, the federal registration therefor, and all goodwill associated therewith;

WHEREAS, the parties have entered into a certain Trademark Assignment and License Agreement of even date, which is incorporated herein by reference (the "Agreement");

NOW THEREFORE, for the good and valuable consideration cited in the Agreement, the receipt and adequacy of which are hereby acknowledged:

Assignor assigns, transfers, conveys and sets over to Assignee, the entire right, title, and interest in and to the Mark and the following federal registration therefor:

INTELLECTUAL CAPITAL EXCHANGE Reg. No. 1,633,174

together with the goodwill of the business connected with the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

ASSIGNOR further assigns to Assignee all right to sue for and receive all damages accruing from past infringements and misappropriation of the Mark, if any, herein assigned.

Signed this 15 day of April, 1998

WILLIAM J. HUDSON

William J. Hudson

WAB1A/108687