

MKD 12-15-99

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
TM05/REV03

12-28-1999

HEET

Docket No.:



ILY

040799-00002

Tab settin js

To the Honorable Commissioner of

101231968

the attached original documents or copy thereof.

1. Name of conveying party(ies):

ABRAMS, Robert A.  
ABRAMS, Margery L.



12-15-1999

U.S. Patent & TMOs/TM Mail Rept Dt. #30

- Individual(s)
- General Partnership
- Corporation-State
- Other

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 23, 1999

2. Name and address of receiving party(ies):

Name: Jackson Software, Inc.

Internal Address: \_\_\_\_\_

Street Address: 361 Park Avenue

City: Glencoe State: IL ZIP: 60022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,829,265

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy A. Bush, Esq.

Internal Address: \_\_\_\_\_

Street Address: Sirote & Permutt, P.C.

Post Office Box 55727

City: Birmingham State: AL ZIP: 35255

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12/28/1999 TTON11 00000027 1029265

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

9. 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.

Timothy A. Bush

Name of Person Signing

*Timothy A. Bush*

Signature

December 15, 1999

Date

Total number of pages including cover sheet, attachments, and

9

TRADEMARK

REEL: 002003 FRAME: 0975

# INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT made as of the \_\_\_\_ day of November, 1999, by and between ROBERT A. ABRAMS, MARGERY L. ABRAMS, DANIEL S. ABRAMS, and JONATHAN P. ABRAMS (individually "Inventor" and collectively "Inventors"), individuals residing in the State of Illinois, JACKSON SOFTWARE, INC., an Illinois corporation ("Jackson") and CASTLEBRIDGE TECHNOLOGIES, INC., a Delaware corporation ("Buyer").

WHEREAS, Inventors are shareholders in Jackson;

WHEREAS, the shareholders of Jackson, and Buyer have simultaneously herewith entered into that certain Stock Purchase Agreement pursuant to which Buyer has purchased all of the capital stock of Jackson (the "Stock Purchase Agreement");

WHEREAS, as an inducement to enter into the Stock Purchase Agreement with Jackson and to insure that Jackson has sole and complete right, title, and interest in all intellectual property rights held at any time by Inventors that relate to the business of Jackson, the Inventors have agreed to assign to Jackson all of their right, title, and interest in and to certain technology, software, software programs, inventions, know-how, patent rights, patent applications, trade secrets, trademarks, service marks, trade names, copyrights, and other intellectual property rights as described hereinbelow;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Inventors, individually and jointly, hereby grant, bargain, sell, transfer, assign, set over, and convey unto Jackson, all of their individual and joint right, title, and interest in and to the following:

(a) any and all technology used or possessed by Jackson that relates to software used by teachers and others in the grading and reporting of student tests and other assignments (but specifically excluding any business plans, business models, and trade secrets related to the business aspects of the internet business of Edline.com and any other of Inventors' overall strategic, marketing or business ideas relating to the Edline.com business), and any and all related or affiliated inventions, know-how, technology, United States patent applications, and all other worldwide patent and other rights therein, any divisions, continuations, and continuations in part in connection with any United States or worldwide patent applications or patents, and in and to any and all letters patent of the United States and foreign countries, which may be granted or have been granted for said technology or any related technology and in and to any and all reissues and reexaminations thereof and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to the Inventors with respect to the filing of applications for patents or securing of patents in the United States and foreign countries, and all trade secret rights and other intellectual property rights related or affiliated with said technology or related technology (collectively the "Technology"); and

(b) the trademarks, service marks, and trade names GRADE QUICK!, TEST QUICK!, EDLINE, STUDYMATE; and THE GRAD BOOSTER, and all other trademarks, service marks, and trade names used by Jackson in its business and the goodwill associated therewith, including all federal, state, and foreign trademark, service mark, and trade name registrations and applications for registration

thereof, including U.S. Patent and Trademark Office serial number 75-409508 and Registration Number 1829265; and

(c) all copyrights and other property rights in and to all software, software programs, formulae, manuals, instructions, specifications, drawings, diagrams, and other documents associated with or related to the Technology and all registrations thereof including without limitation U.S. copyright registrations TXu 496-904(GRADE QUICK) and TX 447-634(GRADUS), Txu 155-144 (STUDYMATE (IBM)), Txu 155-145 (STUDYMATE (APPLE)), TX 3522949 (GRADE QUICK), TX 3540968 (GRADUS: TEACHER'S CHOICE GRADEBOOK), TX 3522926 (TEST QUICK), TX3-318-281 (STUDYMATE, THE GRADE BOOSTER - IBM VERSION), and TX 3-206-275 (TEST QUICK) (to the extent such registration numbers and work titles are accurate) (the property rights described in subsections 1(a), (b), and (c) hereinafter referred to collectively as the "Intellectual Property"),

to have and to hold unto Jackson, its successors and assigns, absolutely and in fee simple on a world-wide basis and without limitation, encumbrance, or lien.

2. The Inventors, individually and jointly, agree to execute and deliver such further and additional instruments, agreements, and other documents and to take such other further actions as may be necessary to evidence or carry out the provisions of this Agreement. The Inventors further agree to use their best efforts in obtaining any consents that may be necessary or appropriate to ensure the assignment and transfer of the Intellectual Property to Jackson.

3. This Agreement shall be governed by and construed in accordance with the internal laws (but not the law of conflicts) of the state of Illinois. All of the representations, warranties, and covenants contained herein shall survive the execution hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior approval of the other parties hereto.

4. This Agreement (including all attachments hereto), constitutes the entire agreement of the parties hereto with respect to the matters contained herein and supersedes any prior understandings, agreements, or representations by and between the parties hereto, written or oral, that may have related in any way to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

5. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claims, or other communication hereunder shall be deemed duly given if (and then two (2) business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

Inventors:

Margery Abrams  
Jackson Software, Inc.  
361 Park Avenue  
Glencoe, IL 60022  
Facsimile: (847) 835-4926  
Telephone: (847) 835-1992

Robert Abrams  
Jackson Software, Inc.  
361 Park Avenue  
Glencoe, IL 60022  
Facsimile: (847) 835-4926  
Telephone: (847) 835-1992

Jon Abrams  
Jackson Software, Inc.  
361 Park Avenue  
Glencoe, IL 60022  
Facsimile: (847) 835-4926  
Telephone: (847) 835-1992

Daniel Abrams  
Jackson Software, Inc.  
361 Park Avenue  
Glencoe, IL 60022  
Facsimile: (847) 835-4926  
Telephone: (847) 835-1992

With a copy (which will not constitute notice) to:

Wilson Sonsini Goodrich & Rosati  
1117 California Avenue  
Palo Alto, California 94304  
Attention: Tom C. DeFilipps, Esq.  
Facsimile: (650) 845-5000  
Telephone: (650) 493-9300

Buyer and Jackson:

Castlebridge Technologies, Inc. and Jackson Software, Inc.  
100 Century Park South  
Suite 206  
Birmingham, Alabama 35226  
Facsimile: (205) 979-3389  
Telephone: (205) 979-3380

With a copy (which will not constitute notice) to:

Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205  
Attention: John H. Cooper, Esq.  
Facsimile: (205) 930-5101  
Telephone: (205) 930-5100

Any party hereto may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the individual for whom it is intended. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other parties hereto notice in the manner herein set forth.

6. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto. No waiver by any party of any default, representation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other jurisdiction or in any other situation. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and that this Agreement shall be enforceable as so modified after the expiration of the time within the judgment may be appealed.


8. The parties hereto will each bear their own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. The Inventors will pay all income taxes, transfer taxes, and all other recording or similar fees necessary to vest title to the Intellectual Property in Jackson. The Inventors agree that Jackson has not borne and will not bear any of the Inventors' costs and expenses (including any of their legal fees and expenses) in connection with this Agreement or any of the transactions contemplated hereby.

9. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto. The parties hereto intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

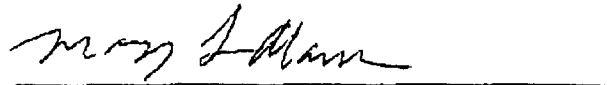
10. Any dispute or controversy arising out of or relating to this Agreement will be settled by arbitration by one neutral arbitrator to be held in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect. The arbitrator shall be empowered to grant specific performance, and any and all other appropriate relief, necessary to resolve any dispute or controversy hereunder. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The prevailing party shall be entitled to receive reasonable attorney's fees and expenses, and actual costs and expenses of arbitration, and of enforcement of the arbitrator's decision.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed on their behalf on the 23rd day of November, 1999.

WITNESS:

  
Robert A. Abrams

WITNESS:

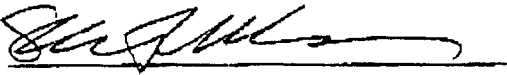
  
Margery L. Abrams

WITNESS:



  
Daniel S. Abrams


WITNESS:

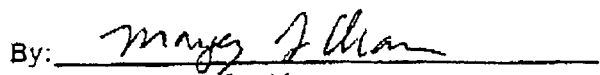


  
Jonathan P. Abrams

JACKSON SOFTWARE, INC.

ATTEST:

  
Jonathan P. Abrams  
Secretary


By:   
Margery L. Abrams  
President

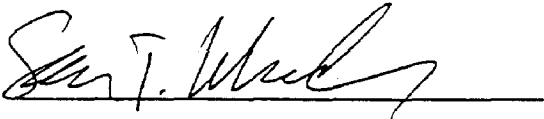
IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed on their behalf on the 23rd day of November, 1999.

WITNESS:

\_\_\_\_\_  
Robert A. Abrams


WITNESS:

  
\_\_\_\_\_  
Margery L. Abrams

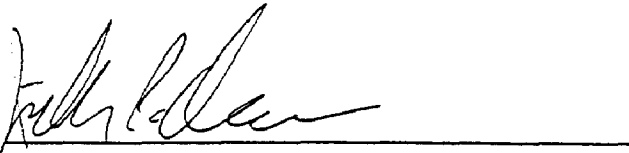
  
\_\_\_\_\_


WITNESS:

  
\_\_\_\_\_  
Daniel S. Abrams

  
\_\_\_\_\_


WITNESS:

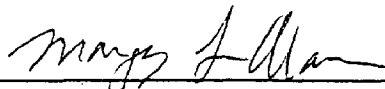
  
\_\_\_\_\_  
Jonathan P. Abrams

  
\_\_\_\_\_

JACKSON SOFTWARE, INC.

ATTEST:

  
\_\_\_\_\_  
Jonathan P. Abrams  
Secretary

By:   
\_\_\_\_\_  
Margery L. Abrams  
President

ATTEST:

B K Barze

Brian Barze  
Vice President - Finance and  
Chief Financial Officer

By: Timothy H. McCarrell  
Timothy H. McCarrell  
President