

03/29/00



Form (Re)

04-27-2000

U.S. Department of Commerce Patent and Trademark Office

03-30-2000 U.S. Patent & TMO/TM Mail Rpt Dt. #10

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TO THE ASSISTANT COMMISSIONER OF TRADEMARKS AND PATENTS ORIGINAL DOCUMENTS OR COPY THEREOF

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1. Name of conveying party(ies):
ProFusion LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Michigan limited liability company
 Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
 Name: ProFusion.com, Inc.
 Internal Address: _____
 Street Address: 709 W. Huron
 City: Ann Arbor State: MI Zip: 48103
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? yes no

Execution Date: 23 March 2000

4. Application number(s) or registration numbers(s):
 A. Trademark Application No.(s):
 B. Trademark Registration No.(s):
2,227,087
 Additional numbers attached? yes no

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: _____
 (Attached duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patricia B. Hogan
 Internal Address: Keating, Muething & Klekamp, P.L.L.
 Street Address: 1400 Provident Tower, One E. 4th Street
 City: Cincinnati State: Ohio Zip: 45202

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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.
Patricia B. Hogan *Patricia B. Hogan* 3/29/00
 Name of Person Signing Signature Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 23rd day of March, 2000 ("Effective Date") from ProFusion L.L.C., a Michigan limited liability company located at 709 West Huron, Suite 250, Ann Arbor, Michigan 48103 ("Assignor") to ProFusion.com, Inc., a Delaware corporation located at 709 West Huron, Suite 250, Ann Arbor, Michigan 48103 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation (i) the United States trademark listed on Schedule A annexed hereto; (ii) the trademarks in which Assignor owns common law rights, and (iii) the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further

SCHEDULE A

Mark

Registration No.

PROFUSION

2,227,087