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05-15-2000

TRADEMARK



101356649

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Em
nel
5-1-00

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of receiving parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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 the Assignment.)

Corporation Association

Other

Citizenship State of Incorporation/Organization

05/11/2000 DNGUYEN 00000471 020755 75586980

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 00.00 CH

Public burden estimate for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

TRADEMARK
REEL: 002072 FRAME: 0104

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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

Mark if additional numbers 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)

<input type="text" value="75586980"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2231560"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75863539"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2314299"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2317572"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: 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.

Sally A. Steffen *Sally A. Steffen* 4/25/00
Name of Person Signing Signature Date Signed

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of November 9, 1999, is made by and between MARKETSPAN, INC., a Pennsylvania corporation ("Contributor"), and MARKETSPAN IP HOLDINGS, INC., a Delaware corporation ("Transferee"). Contributor and Transferee may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Contributor has developed certain proprietary software known as "CaseStream,®" which, along with certain proprietary know-how of Contributor, allows a user to gather data and information from the electronic civil dockets of certain United States District Courts, such software and know-how being included in the "Intellectual Property" as defined in Section 1.2(a) below.

B. Contributor desires to transfer all the Intellectual Property and all of its liabilities with respect to the Intellectual Property, to Transferee, in exchange for all of the outstanding capital stock of Transferee.

C. Transferee and Contributor now desire to set forth the terms and conditions of the contribution transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties to this Agreement do hereby mutually covenant and agree as follows:

1. Contribution and Exchange.

1.1 Conveyance.

Contributor hereby irrevocably contributes, conveys, transfers and assigns to Transferee in exchange for the "Consideration" (as defined in Section 1.4) all of Contributor's right, title, and interest in and to all of the "Intellectual Property" or any of the other "IP Assets" defined below (collectively, such contributed property being the "Contributed Property"):

(a) Intellectual Property and Related Rights. All of Contributor's patents, patent applications, unpatented inventions, invention disclosures, multinational invention registrations, patents and patent applications, both U.S. and

foreign, (including, but not limited to, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by law, multinational treaties or conventions; publications and copyrights; trade secrets, know-how and show-how; all computer software owned or licensed (including but not limited to source code, object code or supporting documentation) and all common law and registered trademarks, trademark registrations, applications for trademark registrations, tradenames, trade dress, brand names, service marks, domain names, websites and logos, together with the goodwill associated therewith and symbolized thereby; and any licenses therefor to or from Contributor subject to the terms and conditions thereof (collectively, the "Intellectual Property"); together with any and all rights and contingent rights of Contributor in and to, including rights to enforce the terms of, all agreements, commitments, contracts, understandings, licenses, assignments, indemnities, confidentiality agreements and noncompetition agreements of, and any agreements relating to the assignment of inventions made by, prior and present employees of Contributor and any such agreements with any other individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company or any other entity of whatever nature (collectively, a "Person") with respect to the Intellectual Property (collectively, the "Related Rights");

(b) Know-How. All information and documentation in the possession or under the control of Contributor, or in the possession or under the control of one or more of any such Person who controls, is controlled by or is under common control with (an "Affiliate") the Contributor, which is necessary for or useful in the development, improvement, manufacture, use, sale, registration, or receipt of appropriate marketing approval of or for any products using the Intellectual Property, and all information, whether patentable or otherwise, which is or may become available to the Contributor any of its Affiliates (excluding that which is in the public domain or the property of any Person other than the Parties and their respective affiliates (a "Third Party")) and is required or useful for the development, manufacture, use or sale of any products using the Intellectual Property (collectively, the "Know-How").

(c) Technical Information. All Know-How, and all technical data with respect thereto (including, but not limited to, data stored electronically or on other format, together with an assignment of any Third Party licenses necessary to use such data) relating to the Intellectual Property or otherwise owned, held or possessed by Contributor (collectively, the "Technical Information").

(d) Assumption of Liabilities. Also in exchange for, and upon receipt of the Contributed Property, Transferee hereby agrees irrevocably to assume, and to perform or satisfy

thereafter, all direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise (collectively, the "Liabilities") of Contributor arising out of ownership of any of the Intellectual Property or the other Retained Assets.

1.2 Excluded Assets. The Parties acknowledge, understand and agree that none of Contributor's assets and property, tangible and intangible, including books; records; customer, dealer and supplier lists and correspondence; serial number records; engineering, manufacturing, design, installation and other technical drawings and specifications, flow charts, user manuals for computer programs, operating instructions, pamphlets and product literature, operating, maintenance and repair manuals and instruction books; cost and estimating information, and other business records; consultant's reports; bills of material, data records, test data and selected test material samples; goodwill and the like, other than the Intellectual Property and the other IP Assets, are included in the Contributed Property (such assets being retained by Contributor being collectively referred to herein as the "Retained Assets"). It is expressly understood and agreed that the Retained Assets includes not only tangible property and equipment of Contributor, but also all intangibles and other property, other than the Intellectual Property and the other IP Assets.

1.3 Evidence of Transfer. The conveyance of the Contributed Property as set forth herein shall be evidenced by this Agreement and by a Bill of Sale in the form attached hereto as Exhibit B, to be simultaneously executed herewith and delivered to Transferee. Transferee's assumption of the Liabilities shall be evidenced by this Agreement and by an Assumption and Assignment Agreement in the form attached hereto as Exhibit C, to be executed simultaneously herewith and delivered to Contributor. Contributor's conveyance of the Contributed Property and Transferee's assumption of the Liabilities is absolute and irrevocable, and Contributor hereby relinquishes all rights with respect to the Contributed Property, and expressly acknowledges that it has no further right to sell, pledge, or otherwise dispose of the Contributed Property.

1.4 Consideration. In exchange for Contributor's contribution of the Contributed Property to Transferee, Transferee hereby issues to Contributor 1,000 shares of common stock of Transferee, representing 100% of the currently outstanding capital stock of Transferee (the "Consideration").

1.5 Treatment as Contribution. The conveyance by Contributor to Transferee of the Contributed Property as set forth in this Agreement shall constitute a capital contribution

to Transferee by Contributor and is intended to be governed by Section 721(a) of the Internal Revenue Code of 1986, as amended.

2. Representations and Warranties of Contributor.

Contributor hereby represents and warrants to Transferee as follows:

2.1 Organization, Power, Authority and Qualification. Contributor is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has the requisite power and authority to carry on its business as it is now being conducted and to consummate the transactions contemplated by this Agreement.

2.2 Authority Relative to This Agreement. All actions of Contributor necessary to authorize the execution, delivery and performance of this Agreement by Contributor have been taken, and no other proceedings are necessary to authorize the execution and delivery by Contributor of this Agreement and the consummation by Contributor of the transactions contemplated hereby.

2.3 Compliance With Other Instruments; No Breach or Default. Neither the execution and delivery of this Agreement by Contributor nor the consummation by Contributor of the transactions contemplated hereby, nor compliance by Contributor with any of the provisions hereof will (i) conflict with or result in any breach of any provisions of the charter or bylaws of Contributor or applicable corporate law, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement, easement, restriction or other instrument or obligation to which Contributor is a party or by which Contributor or the Contributed Property may be bound or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Contributor or the Contributed Property.

2.4 Binding Obligation. This Agreement has been duly and validly executed and delivered by Contributor to Transferee and constitutes a valid and binding agreement of Contributor, enforceable against Contributor in accordance with its terms, except that such enforcement may be subject to bankruptcy, conservatorship, receivership, insolvency, moratorium or similar laws affecting creditors' rights generally and to general principles of equity.

2.5 Title. Contributor has good and marketable title to the Contributed Property, and neither the Contributed Property, nor any part, portion or item thereof, is subject to any imperfections in title, lien, mortgage, encumbrance, pledge,

claim, charge, option, defect, preferential purchase rights or other encumbrances.

3. Representations and Warranties of Transferee.

Transferee hereby represents and warrants to Contributor as follows:

3.1 Organization, Power, Authority and Qualification. Transferee is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has the requisite power and authority to carry on its business as it is now being conducted and to consummate the transactions contemplated by this Agreement.

3.2 Authority Relative to This Agreement. All actions of Transferee necessary to authorize the execution, delivery and performance of this Agreement by Transferee have been taken, and no other proceedings are necessary to authorize the execution and delivery by Transferee of this Agreement and the consummation by Transferee of the transactions contemplated hereby.

3.3 Compliance With Other Instruments; No Breach or Default. Neither the execution and delivery of this Agreement by Transferee nor the consummation by Transferee of the transactions contemplated hereby, nor compliance by Transferee with any of the provisions hereof will (i) conflict with or result in any breach of any provisions of the charter or bylaws of Transferee or applicable corporate law, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement, easement, restriction or other instrument or obligation to which Transferee is a party or by which Transferee may be bound or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Transferee or the Contributed Property.

3.4 Binding Obligation. This Agreement has been duly and validly executed and delivered by Transferee to Contributor and constitutes a valid and binding agreement of Transferee, enforceable against Transferee in accordance with its terms, except that such enforcement may be subject to bankruptcy, conservatorship, receivership, insolvency, moratorium or similar laws affecting creditors' rights generally and to general principles of equity.

4. Indemnification.

Contributor hereby covenants and agrees to indemnify and hold harmless the Transferee for any breach by Contributor of any

representations or warranties made hereunder. Transferee hereby covenants and agrees to indemnify and hold harmless the Contributor for any breach of the representation or warranties made hereunder and with respect to the Liabilities. The representations and warranties set forth herein shall survive the transfer of the Contributed Property for one year.

5. Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of choice of law or conflict of law.

5.2 Counterparts. This Agreement may be executed by Transferee and Contributor in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

5.3 Assignment. This Agreement may not be assigned by either Party, in whole or part, whether by operation of law or otherwise, without the prior written consent of the Contributor (if the assignor is the Transferee) or the Transferee (if the assignor is the Contributor), which consent shall not be unreasonably withheld (provided that Transferee shall be permitted to assign its rights hereunder to any affiliate).

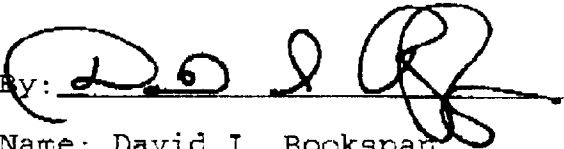
5.4 Benefit of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No person other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties hereto or their permitted successors and assigns. The covenants and agreements set forth in this Agreement shall be solely for the benefit of the Parties hereto and their permitted successors and assigns.

5.5 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of said agreement so long as the economic and legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any Party.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

CONTRIBUTOR:

MARKETSPAN, INC.

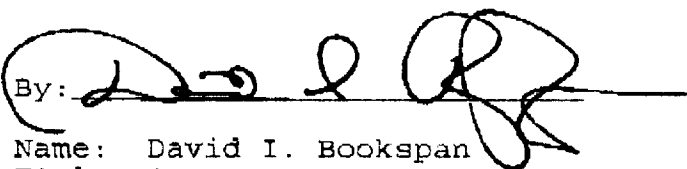
By: 

Name: David I. Bookspan
Title: CEO



TRANSFeree:

MARKETSPAN IP HOLDINGS, INC.

By: 

Name: David I. Bookspan
Title: CEO

(SEAL)

SCHEDULE A

NAME OF MARK

REGISTRATION/SERIAL NUMBER

CASESTREAM®

Registration No. 2,231,560

THE COURTHOUSE AT
YOUR FINGERTIPS®

Registration No. 2,314,299

MARKETSPAN (and Design)®

Registration No. 2,317,572

BRING THE COURTHOUSE
TO YOUR DESKTOP

Serial No. 75/586,980

Courthouse and Computer Logo
(Design Only)

Serial No. 75/863,539