

11-26-2001



ET



Docket No.:

7218/77822

Y

101900967

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)



Cedel International S.A.

11-16-01

11-16-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

- Individual(s)
- General Partnership
- Corporation-State
- Other Corporation of Luxembourg
- Association
- Limited Partnership

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

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

Name: Clearstream International S.A.

Internal Address: _____

Street Address: 3-5 Place Winston Churchill

City: Luxembourg State: _____ ZIP: L2964

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Corporation of Luxembourg

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

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,477,515

Additional numbers

Yes No

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

Name: Julie A. Katz

Internal Address: Welsh & Katz, Ltd.

Street Address: 120 S. Riverside Plaza, 22nd Floor

City: Chicago State: IL ZIP: 60606

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:

23-0920

11/26/2001 6TOM11 00000006 2477515

01 FC:481

40.00 OP

DO NOT USE THIS SPACE

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.

Julie A. Katz

Name of Person Signing

Signature

November 14, 2001

Date

12

Total number of pages including cover sheet, attachments, and



11-16-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #22

TRADEMARK AND SERVICE MARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Trademark/Service Mark Application of:)
 Cedel International)
)
 Mark: CLEARSTREAM)
)
 Int. Classes: 9, 36 and 42)
)
 Serial No.: 75/889,328)
)
 Filing Date: January 6, 2000)
)
 Reg. No.: 2,477,515)
)
 Reg. Date: August 14, 2001)

I hereby certify that this paper is being deposited with the United States Postal Service, postage prepaid, as Express Mail in an envelope addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on this date.
 11/16/01 *Frank J. Frank*
 Date
 Express Mail Label No. EL 79988450 US

BOX ASSIGNMENT/FEE
 Commissioner for Trademarks
 2900 Crystal Drive
 Arlington, VA 22202-3513

POWER OF ATTORNEY

Sir:

Applicant hereby appoints the following attorneys, all members of the Bar of the State of Illinois and all members of Welsh & Katz, Ltd., 120 South Riverside Plaza, 22nd Floor, Chicago, Illinois 60606, its attorneys, each with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection with this registration: A. Sidney Katz, Richard L. Wood, Jerold B. Schnayer, Eric C. Cohen, Joseph R. Marous, Gerald S. Schur, Gerald T. Shekleton, James A. Scheer, Daniel R. Cherry, Kathleen A. Rheintgen, Edward P. Gamson, and Julie A. Katz.

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Please address all correspondence to JULIE A. KATZ, Welsh & Katz, Ltd., 120 South Riverside Plaza, 22nd Floor, Chicago, Illinois 60606, and all telephone calls to JULIE A. KATZ at (312) 655-1500.

DESIGNATION OF DOMESTIC REPRESENTATIVE

Welsh & Katz, Ltd. and/or Julie A. Katz, Esq., whose postal address is 120 South Riverside Plaza, 22nd Floor, Chicago, Illinois 60606, is designated as Domestic Representative for Clearstream International, a Corporation of Luxembourg on whom notices of proceedings affecting the above-identified mark may be served.

Respectfully submitted,

November 16, 2001

By: 
Clearstream International

ANU LYNCH, JULY AUTHORIZED REPRESENTATIVE
Name, Title

CEDEL INTERNATIONAL S.A.

AND

CLEARSTREAM INTERNATIONAL S.A.

TRADE MARK ASSIGNMENT

Rouse & Co International
Pembroke House
Pembroke Street
Oxford
OX1 1BP

jml.g.ced.001.3x

TRADEMARK
REEL: 002398 FRAME: 0844

BETWEEN

- (I) **Cedel International S.A., a company incorporated in Luxembourg (registered number B48.835), whose registered office is at 3-5 Place Winston Churchill, L-2964 Luxembourg ('the Assignor'); and**

- (II) **Clearstream International S.A., a company incorporated in Luxembourg (registered number B72.350), whose registered office is at 3-5 Place Winston Churchill, L-2964 Luxembourg ('the Assignee').**

THE PARTIES AGREE as follows:-

1 DEFINITIONS

In this Agreement:-

'Applications' means the Assignor's applications to register in the jurisdictions the trade marks listed in the Schedule to this Assignment;

'Trade Marks' means the Applications.

2 ASSIGNMENT

In consideration of the sum of £100 now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee:-

2.1 all of its right, title and interest in and to the Trade Marks including all statutory and common law rights attaching to the Trade Marks and all the rights, powers, liberties and immunities attaching to the Trade Marks, free from all liens, charges and encumbrances;

2.2 pursuant to Clause 2.1, the benefit of any registered trade mark granted pursuant to an Application with the intention that on registration the Assignee is entered on the Register of trade marks as the registered proprietor of that registered trade mark;

2.3 the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing-off in respect of the Trade Marks which may have occurred before the date of this Assignment; and

2.4 the goodwill attaching to the Trade Marks.

3 FURTHER ASSURANCE


The Assignor shall on request by the Assignee and at the Assignee's expense, do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Assignment.


4 GOVERNING LAW

This Assignment is governed by, and shall be construed in accordance with, the law of Luxembourg.

EXECUTED by the parties

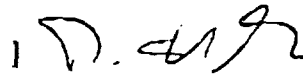
W. F. Signed by [
 for and on behalf of
 Cedel International S.A.


 Wim Hartebiet
 General Counsel

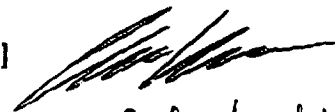
S. P. Signed by []
 for and on behalf of
 Clearstream international S.A.

Graham Prosser

M. H. Signed by [
 for and on behalf of
 Cedel International S.A.


 Marc Hambach
 Manager Corporate Secretariat

V. Signed by [
 for and on behalf of
 Clearstream international S.A.


 Charles Vuytsteke

SCHEDULE

Country	Mark	Number	Class	Goods/Services
USA	CLEARSTREAM	76/889,328	9	Computer software and computer hardware
			36	Insurance; financial affairs; monetary affairs; real estate affairs
			42	Recovery of computer data; leasing access time to a computer database; consultancy in the field of computer hardware; computer programming; consultancy in the field of computer programming; maintenance of computer software; updating of computer software; computer software design computer systems analysis; leasing access time to a computer for the manipulation of data; computer rental; rental of computer software and computer programs; information provided on-line from a computer database or from the Internet; creating and maintaining web sites; installation of computer software