

02-04-2002

Form PTO-1594 R  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101969519 ▼ ▼ ▼

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

1. Name of conveying party(ies):

INA Corporation

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State Pennsylvania
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: August 3, 2001

2. Name and address of receiving party(ies)

Name: Alltel Information Services

Internal

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

Street Address: 4001 Rodney Parham Road

City: Little Rock State: AR Zip: 72212

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Arkansas
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2206663, 1799981

Additional number(s) attached  Yes  No

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

Name: Annette Honan

Internal Address: Baker & McKenzie

One Prudential Plaza

02/04/2002 6TON11 00000002 501649 2206663

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

Street Address: 130 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501-649

(Attach duplicate copy of this page if paying by deposit account)

**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.*

Annette Honan  
Name of Person Signing

Annette Honan  
Signature

11/16/01  
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002435 FRAME: 0794**

## ASSIGNMENT OF TRADEMARK

THIS AGREEMENT (the "Agreement") entered into this 20 day of December, 1999 between WEST GROUP MANAGEMENT RESOURCES, INC. of 11000 North Scottsdale Road, Suite 280, Scottsdale, Arizona 85254, herein referred to as "Assignor," and ALLTEL INFORMATION SERVICES, INC. of 4001 Rodney Parham Road, Little Rock, Arkansas 72212, herein referred to as "Assignee."

WHEREAS, Assignor has adopted and is using the mark "ACQUIRE®," registered in the United States Patent and Trademark Office, Registration No. 1,799,981, December 29, 1993, and Assignee is desirous of acquiring such mark and the registration thereof;

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the mark pertains as required by 15 USC § 1060;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, along with the registration thereof, the number of which is contained herein.

2. In case at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefor under Section 9 of the Asset Purchase Agreement dated the date hereof among Assignor, Assignee, Michael J. Smith and Michael Regan).

WEST GROUP MANAGEMENT  
RESOURCES, INC.

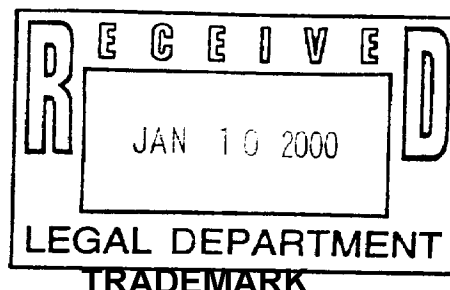
Date: December 20, 1999

By Michael J. Smith  
Title: President

ALLTEL INFORMATION SERVICES, INC.

Date: 12/31/99

By GM  
Title: SA



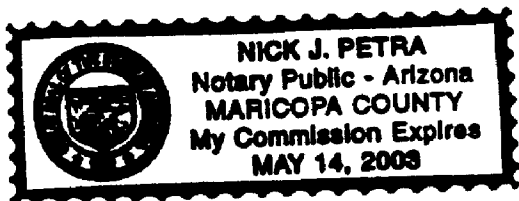
ACKNOWLEDGEMENT

STATE OF ARIZONA

)  
) ss.  
)

COUNTY OF MARICOPA

Before me personally appeared MICHAEL J. SMITH Sr, the aforementioned officer of West Group Management Resources, Inc. and acknowledged the foregoing instrument to be the free act and deed of West Group Management Resources, Inc. on this 21 day of December, 1999.



Nick Petra  
Notary Public  
My commission expires:  
MAY 14, 2003

ACKNOWLEDGEMENT

STATE OF Florida

)  
) ss.  
)

COUNTY OF Orange

Before me personally appeared Gary Norcross, the aforementioned officer of ALLTEL Information Services, Inc. and acknowledged the foregoing instrument to be the free act and deed of ALLTEL Information services, Inc. on this 31st day of December, 1999.



Karen J McKay  
Notary Public  
My commission expires:  
9/14/03

**ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT ("Agreement") is made by and between INA CORPORATION, a Pennsylvania corporation ("Assignor") and ALLTEL INFORMATION SERVICES, INC., an Arkansas corporation ("Assignee").

WHEREAS, Assignor is the owner of the mark MAXMILION®, which is registered in the United States Patent and Trademark Office, Registration Number 2206663, dated December 1, 1998; and

WHEREAS, Assignee desires to acquire said mark and the registration thereof and Assignor agrees to such acquisition; and

WHEREAS, Assignee acquired that portion of the business to which the mark pertains;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign to Assignee all right, title and interest in and to the said mark, along with the registration thereof.
2. In case at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, Assignor agrees to take such further action (including the execution and delivery of such further instruments and documentation) as the Assignee may reasonably request, all at the sole cost and expense of the Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

INA CORPORATION

ALLTEL INFORMATION SERVICES, INC.

By: Richard T. Gieryn

By: [Signature]

Name: RICHARD T. GIERYN

Name: Michael L. Gravelle

Title: Secretary

Title: SR. Vice President

Date: JULY 31, 2001

Date: AUGUST 3, 2001

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Philadelphia

Before me personally appeared Richard T. Gieryn, Jr., the  
aforementioned officer of INA CORPORATION and acknowledged to me that he/she executed  
this document for the purposes and consideration therein expressed, on this 31<sup>ST</sup>  
day of JULY 2001.

(seal)

Judith M. Callihan  
Notary Public  
My commission expires: \_\_\_\_\_



ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

Before me personally appeared Michael L. Gravelle, the  
aforementioned officer of ALLTEL INFORMATION SERVICES, INC. and acknowledged to me  
that he/she executed this document for the purposes and consideration therein expressed, on this  
3rd day of AUGUST, 2001.

(seal)

Deborah A. Mizzoni  
Notary Public  
My commission expires: Aug. 4, 2008



assign.agreement.010727