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

1. Name of conveying party(ies):

Bi-Polar, Inc
dba The Institute Of Foundational Training
And Development
P.O. Box 160220
Austin, Texas 78716

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Texas

Additional name(s) attached? No

2. Name and address of receiving party(ies)

Thomas International Limited
Harris House
17 West Street, Marlow
Buckinghamshire SL7 2LS England

- Individual(s) citizenship:
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation - State: United Kingdom
- If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
- Additional name(s) and address(es) attached? No

3. Nature of Conveyance: Assignment Security Agreement Change of Name Merger
 Other (specify): Assignment and License

Execution Date: September 11, 2001

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

The document relates to Trademark Application No.(s):

The document relates to Registration No.(s):
2,328,066

JAN 22 2002

Additional numbers attached Yes No

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

Oliver E. Todd, Jr.
MacMillan, Sobanski & Todd, LLC
One Maritime Plaza, Fourth Floor
720 Water Street
Toledo, Ohio 43604

Docket: 1-23497

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.14)

Recordal Fee: \$40.00

Please charge the recordal fee to MacMillan, Sobanski & Todd, LLC, Deposit Account No. 13-0005

8. 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.

Oliver E. Todd, Jr.
Name of Person Signing

Oliver E. Todd, Jr.
Signature

12/17/01
Date

02/05/2002 DBYRME 00000143 130005 2328066
01 FC:481 40.00 CH

ASSIGNMENT & LICENCE

THIS ASSIGNMENT & LICENCE is made the 11th day of Sept.
2001

BETWEEN

Bi/Polar, Inc., [also trading as Bi-Polar, Inc. and as The Institute of Foundational Training and Development and as Inpsyte], a corporation organised under the laws of the State of Texas, United States of America, of P.O. Box 160220, Austin, Texas 78716, United States of America ("the Assignor"), of the one part

AND

Thomas International Limited, a company organised under the laws of the United Kingdom, of Harris House, 17 West Street, Marlow, Buckinghamshire, SL7 2LS, England ("the Assignee"), of the other part.

WHEREAS

- A. The Assignor is the owner of the registered trade mark and pending trade mark application identified in the Schedule hereto ("the Marks");*
- B. The Assignee is desirous of acquiring the rights in the Marks;*
- C. The Assignor is willing to assign the rights in the Marks;*
- D. The Assignor is desirous of obtaining a licence to continue to use the Marks or either of them in relation to all goods in respect of which the Marks are or become registered ("the Goods");*
- E. The Assignee is willing to grant such a licence.*

NOW THIS ASSIGNMENT & LICENCE WITNESSETH as follows:

- 1. In consideration of the premises and for the sum of US\$ 1.00 and other good and valuable consideration (the receipt whereof is hereby acknowledged by the Assignor), the Assignor hereby assigns unto the Assignee, with full title guarantee to the Assignee, all that the property, right, title and interest in and to the Marks, in respect of all the goods for which they are registered or become registered,*

together with the whole of the goodwill associated with or related to the Marks, together also with all common law rights in the Marks and all accrued causes of action, to hold same unto the Assignee absolutely.

2. In further consideration of the premises and subject to the terms and conditions hereinafter contained, the Assignee hereby grants unto the Assignor a perpetual royalty-free licence to use the Marks or either of them in relation to the Goods in Canada and the United States of America ("the Territory").

3. The Assignor shall assume responsibility for observing the laws and regulations appertaining to the Goods in the Territory.

4. The Marks shall be used in relation to the Goods in a manner to be agreed from time to time and always in a get-up or distinguishing guise as approved by the Assignee. In particular, the Assignor shall not use the Marks in a manner that might lead to the public or trade being confused or misled or in any other way that could jeopardise the registrations of the Marks. Further, the Marks shall be used by the Assignor in a manner that will not be detrimental to the good repute of the Marks. For the avoidance of doubt, the present manner of use of the Marks meets with the approval of the Assignee.

5. *The Assignor shall produce the Goods, or have them produced by sub-contractors, to specifications and quality standards approved by the Assignee, shall permit the Assignee to inspect production, shall on request supply the Assignee with samples of the Goods, their labelling and their packaging, and shall do all such other things as may reasonably be required by the Assignee to maintain the strength of the Marks. For the avoidance of doubt, the present manner of use of the Marks meets with the approval of the Assignee.*

6. *The Assignor shall not, whether in the Territory or elsewhere, apply the Marks or a confusingly similar mark to competitors' goods or services or use the Marks in relation thereto nor permit others so to do unless specifically authorised so to do by the Assignee. For the avoidance of doubt, the expression "competitors' goods" means goods which are not produced by or for the Assignor nor supplied by the Assignee.*

7. *The licence granted hereby is personal to the Assignor and shall be transferable only as part of the sale of the Assignor's business.*

8. *The Assignor shall advise the Assignee of any event affecting the Marks in the Territory and shall use its best endeavours to assist the Assignee in the protection, defence and enforcement thereof in the Territory at the Assignee's discretion. In addition, the Assignor has the right to pursue infringements of the Marks in its own*

name, at its own expense and for its own benefit in the Territory, without the participation of but with the prior approval of the Assignee.

9. It is recognised and acknowledged by the Assignor that the Marks and the goodwill therein inure to the benefit of the Assignee and that the Marks and registrations thereof remain the property of the Assignee alone.

10. The licence granted hereby may be terminated on breach of any condition herein and failure to rectify same within thirty days of being called upon to do so, or forthwith upon the Assignor becoming insolvent or going into liquidation or receivership or otherwise being wound up or making arrangements with its creditors or upon the occurrence of any other circumstance that prevents the effective performance of the licence granted hereby.

11. The invalidity of any clause herein shall not invalidate any of the unaffected clauses.

12. This Assignment and Licence shall be governed by and construed under the laws of England and the parties hereto shall for this purpose submit to the exclusive jurisdiction of the Courts of England.