

11-29-2002

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Woolcott & Company, Inc. **11-15-02**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Virginia
- Other _____

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

2. Name and address of receiving party(ies)

Name: MicroPatent, LLC

Internal

Address: _____

Street Address: 250 Dodge Avenue

06512--

City: East Haven State: CT Zip: 3358

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

Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic Delaware

representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 5/31/2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,320,105

~~2,353,302~~

2,065,045

Additional number(s) attached Yes No

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

Name: Michael Cantwell, Esq.

Internal Address: _____

Street Address: Willkie Farr & Gallagher

787 Seventh Avenue

10019-

City: New York State: N.Y. Zip: 6099

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-2405

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

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MAY 15 AM 8:43
FINANCE SECTION

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.

Michael Cantwell

Name of Person Signing

Signature

11/15/02

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

11/27/2002 TDIAZ1 00000160 232405 2320105

01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

TRADEMARK
REEL: 002625 FRAME: 0088

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 31st day of May, from Woolcott & Company, Inc., a corporation organized under the laws of the State of Virginia, having a place of business at 1919 South Eads Street, Suites 401 and 402, Arlington, Virginia 22202 (hereinafter referred to as "Assignor"), to MicroPatent, LLC, a limited liability company organized under the laws of Delaware, having a place of business at 250 Dodge Avenue, East Haven, CT 06512-3358 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the service marks and trade names and the service mark registrations identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, in the United States and all appropriate jurisdictions, if any, outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee communicate to Assignee any facts relating to the Trademarks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks.

Schedule A

Service Marks and Registrations Therefor

<u>Mark</u>	<u>Registration/Application No.</u>	<u>Registration/Filing Date</u>
WOOLCOTT & COMPANY	2,320,105	February 22, 2000
WOOLCOTT & COMPANY & Design	2,353,302	May 30, 2000
WOOLCOTT & COMPANY	2,065,045	May 27, 1997

MS324.1