

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

02-14-2003

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



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To the Honorable Commissioner of Pa

original documents or copy thereof.

1. Name of conveying party(ies): Bose Corporation 2-14-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Pennsylvania State University
Internal Address: 113 Technology Center
Street Address: 200 Innovation Blvd.
City: University Park State: PA Zip: 16802
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 73/704,853
B. Trademark Registration No.(s) 1,504,254
Additional number(s) attached Yes No

6. Total number of applications and registrations involved:

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bose Corporation
Internal Address: MS6A2
Street Address: The Mountain
Framingham City: MA State: MA Zip: 01701

7. Total fee (37 CFR 3.41) \$
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(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.
JAYNE M. SENECAI Name of Person Signing
Signature Date 2/14/03
Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK ASSIGNMENT

WHEREAS, Bose Corporation, a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at The Mountain, Framingham, Massachusetts 01701, hereinafter referred to as Assignor, has adopted and intends to use or is using JIT II as a trademark for Service of Assisting Others in Purchasing; and

Whereas, ASSIGNOR is the owner of all right, title and interest in, to and under the federally registered trademark JIT II, and of the following application for registration of said mark: United States Patent and Trademark Office Application Serial No. 07704, 853, filed 1-11-1988; and

WHEREAS, Pennsylvania State University, a corporation duly organized and existing under the laws of the Pennsylvania and having a place of business at 113 Technology Center, 200 Innovation Blvd, University Park, PA 16802-7000, hereinafter referred to as Assignee, is desirous of acquiring said mark together with the goodwill of the business with which said mark is used and which is symbolized by said mark and any and all registrations and applications for registration of said mark;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it know that for and in consideration of the sum of \$1 and other valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor by these presents, sells, transfers, conveys and assigns unto said Assignee the entire right, title and interest in and to said mark, all registrations and applications for registration of said mark, including those specifically hereinbefore identified, the right to recover for past infringement of said mark, and the good will of the business in connection with which said mark is used and which is symbolized by said mark.

Date:

NOVEMBER 22, 2002

BOSE CORPORATION

By: [Signature]  
Name: Mark E. Sullivan  
Its: General Counsel & Assistant Secretary

FINANCE SECTION

NOV 17 AM 8:12

RECORDS

Commonwealth of Massachusetts

County of Middlesex

On this 22 day of November, 2002, before me personally appeared the oversigned, to me known to be the described in and who executed the foregoing instrument, and acknowledged that the oversigned is duly authorized and appointed by the said corporation to set the signature and seal of said corporation to the within instrument of assignment and sale, and acknowledged the same to be the free act and deed of said corporation.

Subscribed to and sworn before me  
this 22 day of November, 2002  
[Signature]  
Jayne M. [Name] Notary Public  
My commission expires Dec. 16, 2005

Assignor agrees to indemnify and hold harmless Assignee for any and all trademark claims brought in connection with JIT II that occurred prior to this Assignment. Assignee shall not be entitled to indemnification for infringement unless Assignee (a) gives Assignor prompt written notice of any action or threat of action, the ground for such action and all prior claims relating to any actual or threatened action; (b) gives Assignor in writing the sole control of the defense of the action and all negotiations for its settlement or compromise and (c) fully and completely cooperates with Assignor in its defense of the action and all negotiations for its settlement or compromise. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments, and assignments as may be necessary to vest all right, title and interest in and to the intellectual property rights to JIT II in Assignor. Assignor further covenants and agrees to communicate to Assignee any facts known to it respecting improvements or modifications to JIT II and testify in any legal proceeding, sign all lawful papers, execute all applications, whether divisional, continuation, continuations in part, substitute and reissue applications, and to make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper protection for JIT II trademarks and any improvements in all countries. All costs and fees incurred for enforcement, protection, subsequent renewals and additional applications shall be born by the Assignee.

ASSIGNOR:

BOSE CORPORATION

Mark E. Sullivan  
 Mark E. Sullivan, General Counsel  
 Authorized Signatory

DATED: November 22, 2002

Commonwealth of Massachusetts     )  
    ) ss.  
 County of Middlesex                     )

On this 22<sup>nd</sup> day of November, 2002, before me, the undersigned Notary Public, personally appeared Mark E. Sullivan and proved to me on the basis of satisfactory evidence to be the person who executed the within instrument and declared the same to be his free act and deed on the date written above opposite his signature.

WITNESS my hand and official seal:

Jayne M. Senecal  
 Jayne M. Senecal, Notary Public  
 My Commission Expires: December 16, 2005

(seal)

**AGREEMENT TO ASSIGN RIGHTS IN JIT II**

WHEREAS, BOSE CORPORATION, The Mountain, Framingham, Massachusetts 01701, USA ("Assignor") is the owner of certain proprietary and intellectual property rights, including trademarks, copyrights, goodwill, the right to the written works, related educational materials, and membership lists of entities participating in the licensing of the sales and marketing programs more commonly known JIT II, set forth and more specifically described in EXHIBIT A and attached to this Agreement, which are hereby incorporated by reference and referred to as "JIT II";

WHEREAS, The Institute for the Studies of Business Markets, Pennsylvania State University 113 Technology Center, 200 Innovation Blvd, University Park, PA 16802-7000, hereinafter the "Assignee") desires to acquire the ownership of all proprietary rights in JIT II;

NOW THEREFORE, in consideration of the payment of full and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over to Assignee, its successors and assigns:

1. all right, title and interest in JIT II, including all United States federal and internationally issued trademark registrations owned by Assignor which have been or may have been or may hereafter be granted to Assignor for JIT II;
2. all reissues and extensions of such registrations;
3. all applications for trademarks (including related rights and all extensions, renewals and reissues) applied for by or granted to Assignor on JIT II and improvements in any foreign countries;
4. all derivative rights to JIT II;
5. the right and obligation to sue and recover for past, present and future infringements;
6. all contact information of JIT II program participants as set forth in EXHIBIT B.

Assignor warrants that: (1) it is the legal owner of all right, title and interest in JIT II as indicated herein; (2) it has no knowledge of any conduct regarding JIT II in violation of U.S. antitrust laws; (3) it has no knowledge of any third-party claims regarding JIT II; (4) that such rights have not been previously licensed pledged, assigned, or encumbered; and (5) that this assignment does not infringe on the rights of any third party.



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**FACSIMILE**

*Salus*

To: Regina White  
From: Jayne Senecal, Paralegal  
Company: United States Department of Commerce  
Patent and Trademark Office  
Re: Trademark Assignment

Date: February 14, 2003

Page: 1 of: 6  
Fax No.: 703-308-7124

Direct Dial: 508.766.8141  
Legal Fax: 508.766.7335

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Please see attached.

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**BOSE**

ORIGINAL DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. VOID WITHOUT BACKGROUND.

ELBERT MANNE  
FLEETMAN  
SMITH

NO 828

*Robert*  
ATTORNEYS AT LAW  
SILVER SPRING, MD

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FINANCE SECTION

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TRADEMARK  
REEL: 002671 FRAME: 0899

RECORDED: 02/14/2003