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RE



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

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

1. Name of conveying party(ies): Marshall & Swift, L.P. Individual(s) General Partnership Corporation-State Other Association Limited Partnership

2. Name and address of receiving party(ies) Name: Marshall & Swift/Boeckh, LLC Internal Address: Street Address: 915 Wilshire Blvd., Ste. 800 City: Los Angeles State: CA Zip: 90017 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

3. Nature of conveyance: Assignment Security Agreement Other Merger Change of Name Execution Date: 5/28/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78070313

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jennifer Fisher Internal Address: Street Address: Marshall & Swift 915 Wilshire Blvd., Ste. 800 City: Los Angeles State: CA Zip: 90017

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:

DO NOT USE THIS SPACE

9. Signature. Jennifer Fisher Name of Person Signing Signature Date June 1, 2004

Total number of pages including cover sheet, attachments, and document: 4

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

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TRADEMARK REEL: 002984 FRAME: 0104

OFFICE OF PUBLIC RECORDS 2004 JUN -7 PM 3:12 FINANCE SECTION

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 28th day of May, 2004 ("Effective Date"), by and between Marshall & Swift, L.P., a California limited partnership ("Assignor"), and, Marshall & Swift/Boeckh, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark and service mark applications and registrations on Schedule 1 (the "Marks") and the good will related thereto;

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Technology Transfer Agreement, dated as of May 28, 2004 ("Transfer Agreement"), pursuant to which Assignee wishes to acquire, and Assignor has agreed to assign, Assignor's entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used. Capitalized terms used as defined terms herein and not otherwise defined shall have the same meaning ascribed to such terms in the Transfer Agreement; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (b) in the prosecution or defense of any cancellation or opposition proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Agreement; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed as of the date first above written.

**MARSHALL & SWIFT, L.P., Assignor,  
by its general partner Marshall & Swift G.P., LLC:**

By: Robert E Dowdell

**MARSHALL & SWIFT/BOECKH, LLC, Assignee**

By: Robert E Dowdell

**SCHEDULE 1**  
**MARSHALL & SWIFT, L.P.**  
**Federal Trademark Registrations**

Mark	Status	Goods / Services	Owner	Serial No. Date Filed	Reg. No. Reg. Date	Filing Requirements / Notes
MARSHALL & SWIFT/ BOECKH (itu)	Pending	Class 16: series of non-fiction books, booklets and newsletters directed to the building, estimating, assessor and insurance industry; product packaging, namely paper wrapping; marketing and advertising materials, namely, labels, stationery, envelopes, business forms, printed forms and signs	<ul style="list-style-type: none"> <li>▪ Marshall &amp; Swift, L.P.</li> </ul>	78/070313 6/21/01		<ul style="list-style-type: none"> <li>▪ Final Office Action mailed 11/16/02</li> <li>▪ Response to Office Action filed 12/6/02</li> <li>▪ (6/27/03 call to Examining Attorney -- response never entered; he will try to locate file)</li> </ul>