# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

| Name             | Formerly | Execution Date | Entity Type               |
|------------------|----------|----------------|---------------------------|
| Paul D. Reynolds |          | 09/24/2004     | INDIVIDUAL: UNITED STATES |

#### **RECEIVING PARTY DATA**

| Name:           | Babson College                         |
|-----------------|--|
| Street Address: | Babson Park                            |
| City:           | Wellesley                              |
| State/Country:  | MASSACHUSETTS                          |
| Postal Code:    | 02457                                  |
| Entity Type:    | Educational Institution: MASSACHUSETTS |

| Name:           | London Business School                  |  |
|-----------------|---|--|
| Street Address: | Regent's Park                           |  |
| City:           | London                                  |  |
| State/Country:  | UNITED KINGDOM                          |  |
| Postal Code:    | NW1 4SA                                 |  |
| Entity Type:    | Educational Institution: UNITED KINGDOM |  |

#### PROPERTY NUMBERS Total: 1

| Property Type           | Number | Word Mark |
|-------------------------|--------|-----------|
| Serial Number: 76495368 |        | GEM       |

## **CORRESPONDENCE DATA**

Fax Number: (404)892-7056

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404)885-1500

Email: TMAtlanta@seyfarth.com

Correspondent Name: Joseph V. Myers III

Address Line 1: 1545 Peachtree Street NE

Address Line 2: Suite 700

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| Address Line 4: At   | lanta, GEORGIA | 30309             |  |
|--|----------------|-------------------|--|
| DOMESTIC REPRESENTATIVE  |                |                   |  |
| Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:          |                |                   |  |
| NAME OF SUBMITTER:   | Jos            | seph V. Myers III |  |
| Signature:   | /jvn           | m/                |  |
| Date:  | 05/            | 110/2005          |  |
| Total Attachments: 2 source=Reynolds US#page1.tif source=Reynolds US#page2 tif |                |                   |  |

TRADEMARK
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#### ASSIGNMENT OF TRADEMARK AND APPLICATION

("Assignment")

WHEREAS, Paul D. Reynolds, a resident of the Commonwealth of Massachusetts ("Assignor"), has applied for federal registration at the United States Patent and Trademark Office of the GEM PLUS DESIGN trademark and service mark shown on *Schedule A* attached hereto ("Mark"), Application Serial No. 76/495368 ("Application"); and,

WHEREAS, Assignor has agreed to sell and assign any and all of Assignor's right, title, and interest in the Mark, the Application, and any portion of the business of Assignor to which Mark pertains, together with the goodwill associated therewith, to Babson College, an educational institution organized under the laws of the Commonwealth of Massachusetts ("Babson") jointly with and the London Business School, an educational institution organized under the laws of the United Kingdom ("LBS") (Babson and LBS together, "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, sells, and transfers to Assignee any and all of Assignor's right, title, and interest in and to the Mark, the Application, and any portion of the business of Assignor to which the Mark pertains, together with the goodwill associated therewith, and the right to sue in Assignee's own name on all claims for past damages and all other legal and equitable relief for infringement or dilution of the Mark, or unfair competition pertaining to the Mark, that may have accrued to Assignor prior to the date of this Assignment.

Nothing in this Assignment shall be deemed an admission by Assignee that Assignor owns or ever owned any valid right, title, or interest in or to the Mark or the Application, or that the Application was validly or properly filed by Assignor.

Assignor hereby warrants and represents that he has not previously assigned, sold, or transferred to any third party any right, title, or interest purported to be assigned, sold, and transferred to Assignee hereby, and agrees that he will indemnify and defend Assignee against any contrary claim or allegation by any third party. Assignor hereby covenants and agrees that he will execute and deliver to Assignee such additional documents, and perform such further acts, as are necessary to enable Assignee to record this Assignment, or otherwise to perfect or confirm this Assignment and Assignee's full and exclusive rights in the Mark and Application.

IN TESTIMONY WHEREOF Assignor has caused this Assignment to be properly executed as of September 24, 2004.

Paul D. Reynolds

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## SCHEDULE A



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**RECORDED: 05/10/2005** 

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