

5/17/05

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Docket No.:

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103008496

ed original documents or copy thereof.

1. Name of conveying party(ies):

Fujitsu Services Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other Foreign corporation
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Knowledgepool Group Limited

Internal Address: _____

Street Address: 2 Wardrobe Place, London, EC4V 5AH

City: _____ State: _____ ZIP: _____

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: May 11, 2005

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

A. Trademark / Service Mark Application No.(s)

76/238393

B. Trademark / Service Mark Registration No.(s)

Additional numbers Yes No

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

Name: William M. Lee, Jr.

Internal Address: _____

05/23/2005 JJALLAH2 00000008 76238393

01 FC:4521 40.00 DP

Street Address: P.O. Box 2786

City: Chicago State: IL ZIP: 60690

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:



12-0913

05-17-2005

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

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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.

William M. Lee, Jr.

Name of Person Signing

William M. Lee, Jr.

Signature

May 12, 2005

Date

Total number of pages including cover sheet, attachments, and

10

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003164 FRAME: 0757

Dated 11 MAY 2005

FUJITSU SERVICES LIMITED
(formerly known as INTERNATIONAL COMPUTERS LIMITED)

and

KNOWLEDGEPOOL GROUP LIMITED

TRADE MARK ASSIGNMENT

Rouse & Co International
Pembroke House
Pembroke Street
Oxford
OX1 1BP

TRADEMARK
REEL: 003164 FRAME: 0758

THIS AGREEMENT is made the 11th day of May 2005

BETWEEN

(1) FUJITSU SERVICES LIMITED (formerly known as INTERNATIONAL COMPUTERS LIMITED - 'ICL'), (registered company number 00096056) whose registered office address is at 26 Finsbury Square, London EC2A 1SL, England ('Fujitsu');

AND

(2) KNOWLEDGEPOOL GROUP LIMITED (registered company number 04968329) of 2 Wardrobe Place, London EC4V 5AH ('KnowledgePool').

INTRODUCTION

- (A) Fujitsu was at the registered proprietor of the trade marks, particulars of which are set out in the Schedule (the '**Trade Marks**').
- (B) Fujitsu assigned the Trade Marks to KnowledgePool Limited ('KPL'); KnowledgePool has acquired the rights in the Trade Marks from the liquidator acting for KPL; in order for KnowledgePool to be recorded as proprietor of the Trade Marks on the relevant registers, Fujitsu has agreed to assign to KnowledgePool its remaining rights (if any) in the Trade Marks on the terms set out below.

NOW IT IS AGREED

1. **ASSIGNMENT**

1.1 In consideration of the payment to it by KnowledgePool of the sum of £10.00 (the receipt of which Fujitsu hereby acknowledges), Fujitsu hereby assigns and transfers to KnowledgePool:

- 1.1.1 all of its right, title and interest in and to the Trade Marks and all its rights, powers and liberties attaching to the Trade Marks, free from all

liens, charges and encumbrances attaching to such right, title and interests;

1.1.2 such goodwill as Fujitsu owns attaching to the Trade Marks; and

1.1.3 (so far as it has such rights) the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off in respect of the Trade Mark which may have occurred before the date of this Agreement and the right to retain any damages or other benefit as a result of such action.

1.2 Fujitsu will at the cost and request of KnowledgePool execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

3. NO WARRANTIES OR REPRESENTATIONS

Fujitsu does not make any representation regarding its right, title or interest in and to the Trade Marks, or the enforceability or validity of the Trade Marks and does not warrant that the Trade Marks do not infringe trade mark or intellectual property rights of third parties as at the date of this Deed.

4. INDEMNITY

KnowledgePool will indemnify, keep indemnified and hold harmless Fujitsu against all and any costs, claims, demands, liabilities, expenses, damages, losses or proceedings which it may suffer or incur as a result of any third party asserting that they should be entitled to the benefit of (including that they are entitled to be registered as the proprietors of) any of the Trade Marks. Fujitsu will:

4.1 promptly notify KnowledgePool of any such claims, specifying in reasonable detail the nature of the relevant claim; and

4.2 not make any admissions in respect of such claims nor attempt to compromise any such claims in any way.

5. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the courts of that place and all courts which have jurisdiction to hear appeals from those courts in relation to all matters arising out of this Agreement.

THE SCHEDULE

Mark	Territory	Owner	App No	Reg No	Classes
CLIENTZONE	Argentina	ICL	2289043	1850585	41
CLIENTZONE	Argentina	ICL	2289044	1850586	42
CLIENTZONE	Australia	ICL	728360	728360	41
CLIENTZONE	Brazil	ICL	822786656		42
CLIENTZONE	Brazil	ICL	822786664		41
CLIENTZONE	Bulgaria	ICL	50309	40269	41, 42
CLIENTZONE	Canada	ICL	1062975	569357	41, 42
CLIENTZONE	China	ICL	2000075103	1635784	41
CLIENTZONE	China	ICL	2000075104	1687901	42
CLIENTZONE	Croatia	ICL	Z20000771	Z20000771	41, 42
CLIENTZONE	CTM	ICL	1676154	1676154	9, 41, 42
CLIENTZONE	Cyprus	ICL	56815		41
CLIENTZONE	Cyprus	ICL	56816		42
CLIENTZONE	Egypt	ICL	133557		42
CLIENTZONE	Egypt	ICL	133558		41
CLIENTZONE	Hungary	ICL	M00 02869	166112	41, 42
CLIENTZONE	India	ICL	930838		9
CLIENTZONE	India	ICL	930839		16
CLIENTZONE	Japan	ICL	20314/97	4269392	41
CLIENTZONE	Malta	ICL	32766	32766	42
CLIENTZONE	Mexico	ICL	429336	661602	41
CLIENTZONE	Mexico	ICL	429337	661601	42
CLIENTZONE	Peru	ICL	107186	22728	41
CLIENTZONE	Peru	ICL	107187	22729	42
CLIENTZONE	Poland	ICL	Z-219533		41, 42
CLIENTZONE	Russian Federation	ICL	200712920	21896	41, 42
CLIENTZONE	Slovakia	ICL	1575-00	196657	41, 42
CLIENTZONE	Slovenia	ICL	Z-200070952	200070952	41, 42
CLIENTZONE	S Africa	ICL	2000/10590		41
CLIENTZONE	S Africa	ICL	2000/10591		42
CLIENTZONE	UK	ICL	2110265	2110265	41
CLIENTZONE	Uruguay	ICL	3230.270	323.270	41, 42
CLIENTZONE	USA	ICL	75/258470	2194902	41
KNOWLEDGEPOOL	Argentina	ICL	2229009		41
KNOWLEDGEPOOL	Argentina	ICL	2229008	1806547	9
KNOWLEDGEPOOL	Brazil	ICL	821869710		9
KNOWLEDGEPOOL	Brazil	ICL	821869728		40
KNOWLEDGEPOOL	Brazil	ICL	821869736		41
KNOWLEDGEPOOL	Bulgaria	ICL	46237	37328	9
KNOWLEDGEPOOL	Bulgaria	ICL	46238	37329	41
KNOWLEDGEPOOL	Canada	ICL	1022041	548529	9, 41
KNOWLEDGEPOOL	Chile	ICL	454928	555083	9
KNOWLEDGEPOOL	Chile	ICL	454929	555865	41
KNOWLEDGEPOOL	China	ICL		548529	
KNOWLEDGEPOOL	China	ICL	9900084349	1533909	9

KNOWLEDGEPOOL	China	ICL	9900084348	1471551	41
KNOWLEDGEPOOL	Croatia	ICL	Z990693A	Z990693	9, 41
KNOWLEDGEPOOL	CTM	ICL	1228022		9, 16, 41
KNOWLEDGEPOOL	CTM	ICL	2169142	2169142	42
KNOWLEDGEPOOL	Cyprus	ICL	53558		9
KNOWLEDGEPOOL	Cyprus	ICL	53559		41
KNOWLEDGEPOOL	Czech Republic	ICL	144895	226384	9, 41
KNOWLEDGEPOOL	Egypt	ICL	125459		9
KNOWLEDGEPOOL	Egypt	ICL	125460		41
KNOWLEDGEPOOL	Estonia	ICL	9901181	32920	9, 41
KNOWLEDGEPOOL	Hungary	ICL	M99 03307	165474	9, 41
KNOWLEDGEPOOL	Malta	ICL	30282	30282	9
KNOWLEDGEPOOL	Malta	ICL	30283	30283	16
KNOWLEDGEPOOL	Malta	ICL	33350	33350	41
KNOWLEDGEPOOL	Mexico	ICL	383193	623108	9
KNOWLEDGEPOOL	Mexico	ICL	383194	623109	41
KNOWLEDGEPOOL	Poland	ICL	Z-Z204902		9, 41
KNOWLEDGEPOOL	Russian Federation	ICL	99710840	196457	9, 41, 42
KNOWLEDGEPOOL	Slovakia	ICL	1791-99	195589	9, 41
KNOWLEDGEPOOL	Slovenia	ICL	Z2000070303	2000070303	9, 41
KNOWLEDGEPOOL	S Africa	Fujitsu	9912612		9
KNOWLEDGEPOOL	S Africa	Fujitsu	9912613		41
KNOWLEDGEPOOL	UK	ICL	2002830	2002830	9, 16, 41
KNOWLEDGEPOOL	UK	ICL	2256882	2256882	42
KNOWLEDGEPOOL	Uruguay	ICL	315587	315587	9, 41
KNOWLEDGEPOOL	USA	ICL	75/258471	2481088	9, 16, 41
KNOWLEDGEPOOL	USA	ICL	76/238393		42
KNOWLEDGEPOOL	USA	ICL	75/248471	2481088	9, 16, 41
KNOWLEDGEPOOL	UK	Fujitsu	2311689	2311689	9, 16, 41
KNOWLEDGEPOOL MANAGED LEARNING					
KNOWLEDGEPOOL TALENT SOLUTIONS	CTM	Fujitsu	2233633	2233633	9, 16, 41, 42
KNOWLEDGEPOOL TALENT SOLUTIONS	UK	ICL	2260446b	2260446b	9, 16, 41, 42
PERITAS	Austria	ICL	148/93	146307	9
PERITAS	Denmark	ICL	00403/93	05181/94	9, 16, 41, 42
PERITAS	Finland	ICL	143/93	130225	9, 16, 41, 42
PERITAS	Ireland	ICL	201683	201683	41, 42
PERITAS	Italy	ICL	277	666702	9, 16, 41, 42
PERITAS	Norway	ICL	930204	163097	9, 16, 41, 42
PERITAS	Portugal	ICL	288783E	288783	9
PERITAS	Switzerland	ICL	1246/93.0	405372	41, 42
PERITAS	UK	ICL	1567908	1567908	9
PERITAS	UK	ICL	161570	161570	9, 16, 41, 42
PERITAS	UK	ICL	1567909	1567909	16

PERITAS	UK	ICL	1537671	1537671	41
PERITAS	UK	ICL	1567910	1567910	42
PERITAS ONLINE	UK	ICL	2051057	2051057	9, 16, 41, 42
PERITAS OPENACCESS	UK	ICL	2029449	2029449	41
PERITAS P3	UK	ICL	2043658	2043658	9

IN WITNESS WHERE OF THIS AGREEMENT WAS DULY EXECUTED THE 11th DAY OF MAY
2005 FIRST STATED ABOVE

KH Grover

SIGNED FOR AND ON BEHALF OF
KNOWLEDGEPOL GROUP LIMITED

NAME: *K H GROVER*

TITLE: *FINANCE DIRECTOR*

DATE:

J D Smith

SIGNED FOR AND BEHALF OF
FUJITSU SERVICES LIMITED

NAME: *J D SMITH*

TITLE: *HEAD OF IP*

DATE: *11 MAY 2005*