

12-05-2005

11-22-05



103129634

To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies): Fujitsu Services Limited

Name: KnowledgepoolGroup Limited

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

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: x Yes No

3. Nature of conveyance:

x Assignment Merger Security Agreement Change of Name Other

(Designations must be a separate document from Assignment)

Execution Date: May 11, 2005

Additional name(s) & address(es) attached? Yes x No

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

A. Trademark Application No.(s) 75/258,471

B. Trademark registration No.(s)

2,481,088

Additional numbers attached: Yes x No

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

Name: William M. Lee, Jr. Internal Address: Barnes & Thornburg Street Address: P.O. Box 2786 City: Chicago State: Illinois Zip: 60690-2786

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 0

x Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

11-22-2005

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.

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William M. Lee, Jr.

Signature

November 16, 2005

Date

Total number of pages comprising cover sheet

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks Mail Stop Assignments P.O. Box 1450 Alexandria VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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: 003264 FRAME: 0989

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) KNOWLEDGEPPOOL 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.