

FORM PTO-1618A  
Expires 06/30/99  
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06-17-1998

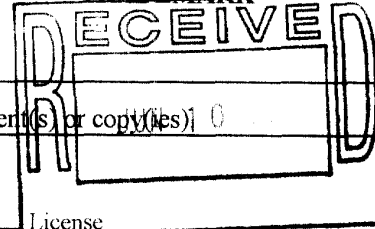
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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HEET

TRADEMARK



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) 0

**Submission Type**

New  
 Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_  
 Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_  
 Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  License  
 Security Agreement  Nunc Pro Tunc Assignment  
 Merger  
 Change of Name  
Effective Date  
Month Day Year  
4/15/98  
 Other \_\_\_\_\_

**Conveying Party**

\_\_\_\_ Mark if additional names of conveying parties attached

Name William J Hudson Execution Date  
Month Day Year  
4/15/98  
Formerly \_\_\_\_\_  
 Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other  
 Citizenship/State of Incorporation/Organization United States

**Receiving Party**

\_\_\_\_ Mark if additional names of receiving parties attached

Name A2S2 Digital Projects, Inc.  
DBA/AKA/TA \_\_\_\_\_  
Composed of \_\_\_\_\_  
Address (line 1) 875 North Michigan Avenue  
Address (line 2) Suite 3370  
Address (line 3) Chicago, Illinois 60611  
 Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  
 Corporation  Association  
 Other \_\_\_\_\_  
 Citizenship/State of Incorporation/Organization Delaware

06/15/1998 SSMITH 00000008 1633174

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40.00 UP

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name \_\_\_\_\_  
Address (line 1) \_\_\_\_\_  
Address (line 2) \_\_\_\_\_  
Address (line 3) \_\_\_\_\_  
Address (line 4) \_\_\_\_\_

**Correspondent Name and Address** Area Code and Telephone Number 212-309-6676  
Name Johanna L. Werbach  
Address (line 1) MORGAN, LEWIS & BOCKIUS LLP  
Address (line 2) 1800 M Street, N.W., Attn: TMSU  
Address (line 3) Washington, DC 20036

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 1

**Trademark Application Number(s) or Registration Number(s)** Mark if additional numbers are attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,633,174

**Number of Properties** Enter the total number of properties involved. 1

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00  
Method of Payment: Enclosed  Deposit Account 13-4520  
Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520  
Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Johanna L. Werbach  
Name of Person Signing

Johanna L. Werbach  
Signature

6/19/98  
Date Signed

\*\* 0003988 78101 \*\*

TRADEMARK ASSIGNMENT

This Trademark Assignment is made by and between William J. Hudson, an individual United States citizen, located at 11770 South Cherry Lane, Olathe, Kansas 66061-8745 ("Assignor"), and A2S2 Digital Projects, Inc., a Delaware corporation, located at 875 North Michigan Avenue, Suite 3370, Chicago, Illinois 60611, ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the mark INTELLECTUAL CAPITAL EXCHANGE (the "Mark"), the federal registration therefor, Registration No. 1,633,174, and the goodwill developed through the use of the Mark; and

WHEREAS, Assignee desires to acquire, and Assignor is willing to transfer to Assignee, all of Assignor's rights to the Mark, the federal registration therefor, and all goodwill associated therewith;

WHEREAS, the parties have entered into a certain Trademark Assignment and License Agreement of even date, which is incorporated herein by reference (the "Agreement");

NOW THEREFORE, for the good and valuable consideration cited in the Agreement, the receipt and adequacy of which are hereby acknowledged:

Assignor assigns, transfers, conveys and sets over to Assignee, the entire right, title, and interest in and to the Mark and the following federal registration therefor:

INTELLECTUAL CAPITAL EXCHANGE Reg. No. 1,633,174

together with the goodwill of the business connected with the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

ASSIGNOR further assigns to Assignee all right to sue for and receive all damages accruing from past infringements and misappropriation of the Mark, if any, herein assigned.

Signed this 15 day of <sup>April</sup>~~March~~, 1998

WILLIAM J. HUDSON

William J. Hudson

WAB1A/108687