

MRD
10/22/99



10-27-1999

IN -



TRADEMARK OFFICE

101183681

Attorney Docket No. 3189-200011

COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) Name Of Party Conveying or Previously Holding The Interest:

Industrial Technology Institute

(2) Name And Address Of Party Receiving or Presently Holding The Interest:

Environmental Research Institute of Michigan
Center for Electronic Commerce
3600 Green Court, Suite 550
Ann Arbor, MI 48105

(3) Description Of The Transaction To Be Recorded:

Assignment License
 Change of Name Other _____

(4) Trademark Registration Against Which Enclosure Is To Be Recorded:

Serial Number _____, filed _____
 Application being filed concurrently herewith.
 Reg. Number **1,612,791**, registered **September 11, 1990**.

10/26/1999 NTHA11 00000192 1612791

01 FC:481

40.00 DP

(5) Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:

Gregory A. Stobbs
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, MI 48303

(6) **Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Registrations: one

Total Recordal Fee Enclosed: \$40.00

(7) **Date The Document Was Executed:** July 12, 1999

(8) **The Present Owner Of The Trademark Is Domiciled In The United States:**

Yes No

If "No", An Appointment of Domestic Representative:

Has already been filed.


Is enclosed herewith.

Is not required. (Change of Name only)

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

By: 
Gregory A. Stobbs
Reg. No. 28764
Attorney for Applicant(s)

Date: October 8, 1999

ASSIGNMENT

United States and Foreign Trademark and Service Mark Applications and Registrations

This assignment made this 12th day of July, 1999, by and between Industrial Technology Institute (hereinafter "Assignor"), a Michigan corporation having its principal place of business at 2901 Hubbard, Ann Arbor, Michigan 48106 and Environmental Research Institute of Michigan (hereinafter "Assignee"), a Michigan corporation having its principal place of business at 3600 Green Court, Ann Arbor, Michigan 48105.

WHEREAS, Assignor owns and has used, or is using, the trademarks, service marks, and trade names identified in the attached Schedule A (collectively, hereinafter the "Marks") in the United States and throughout the world.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal and foreign trademark and service mark registrations and applications identified in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Marks, all common-law rights, all federal and foreign registrations and applications identified in Schedule A together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor warrants that it has good and valid title to the Marks, that it has authority to assign the Marks, including the applications and registrations therefore.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry

out the intent of this Assignment as well as provide such other material, information, or assistance as Assignee may consider necessary.

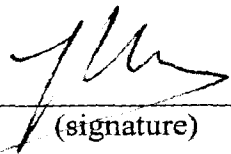
This assignment shall be binding on the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

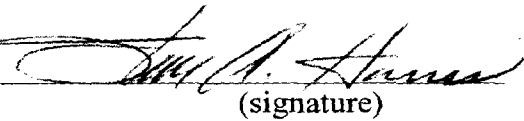
ASSIGNMENT
United States and Foreign Trademark and Service Mark
Applications and Registrations

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official or any country or countries foreign to the United States whose duty it is to issue registrations or assign trademarks and service mark applications, to issue registrations or assign trademarks and service mark applications, to issue any and all Certificates of Registration for said applications, and any maintenance declarations, renewal applications therefore, to Environmental Research Institute of Michigan as Assignees of the entire interest identified in Schedule A. Assignor hereby covenants that it has not executed, and will not execute any agreements inconsistent herewith.

INDUSTRIAL TECHNOLOGY INSTITUTE

**ENVIRONMENTAL RESEARCH
INSTITUTE OF MICHIGAN**

By: 
(signature)

By: 
(signature)

Name: John Cattier

Name: STEVE A. HARRIS
(typed)

Title: Chief Financial Officer

Title: DIRECTOR, CUSTOMER RELATIONS

Date: 07/12/99.

Date: 7/12/99

SCHEDULE A

Mark

Registration No.

Issue Date:

TM: XSPEC

1,612,791

September 11, 1990