



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

RECORDATION FORM (C)  
**TRADEMARK**

COMMERCE  
mark Office

102080260

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

James S. Viscardi

*4-26-02*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment & Assumption Agreement
- Merger
- Change of Name

Execution Date: September 30, 1999

2. Name and address of receiving party(ies)

Name: Safe Passage International, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 333 Metro Park

City: Rochester State: NY Zip: 14623

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1689509

Additional number(s) attached  Yes  No

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

Name: Amy L. Green, Esq.

Internal Address: \_\_\_\_\_

McConville, Considine, Cooman & Morin, P.C.

Street Address: 25 East Main Street

City: Rochester State: NY Zip: 14614

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: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Amy L. Green, Esq.

Name of Person Signing

*Amy L. Green*

Signature

4/17/02

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

05/06/2002 TDIAZ1 00000198 1689509

01 FC:481

40.00 DP

Trademark Recordation Form Cover Sheet

Continuation of the Information in Item 1:

Howard C. Rooksby  
333 Metro Park  
Rochester, NY 14623  
Individual

Michael R. Rooksby  
333 Metro Park  
Rochester, NY 14623  
Individual

Glenn V. Greibus  
333 Metro Park  
Rochester, NY 14623  
Individual

Andrew M. Figiel  
333 Metro Park  
Rochester, NY 14623  
Individual

69452

## ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT made this 30 day of September, 1999 by and between JAMES S. VISCARDI, HOWARD C. ROOKSBY, MICHAEL R. ROOKSBY, GLEN V. GREIBUS and ANDREW M. FIGIEL, (the "Employees"), and SAFE PASSAGE INTERNATIONAL, INC. (the "Company").

WHEREAS, the Employees have purchased from Safe Passage International (BVI) ("Seller") in accordance with the terms of an Asset Purchase Agreement dated May 11, 1999 (the "Agreement"), Seller's interest in certain contracts (the "Contracts") and intellectual property (the "Intellectual Property") as set forth on the attached Exhibit A; and

WHEREAS, in furtherance of the terms of the Agreement, the Employees wish to assign their interest in the Intellectual Property and Contracts to the Company, and the Company wishes to assume the Employee's obligations under the terms of the Contracts from and after the date set forth above.

NOW, THEREFORE, it is agreed as follows:

1. **Assignment**

The Employees do hereby assign to the Company all of the Employee's right, title and interest in and to the Contracts and Intellectual Property.

2. **Assumption of Obligations**

The Company hereby assumes all of the Employee's obligations under the terms of the Contracts arising from and after the date set forth above.

3. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, transferees, successors and assigns.

**IN WITNESS WHEREOF, we have executed this Assignment and Assumption Agreement.**

**SAFE PASSAGE INTERNATIONAL, INC.**

by *James S. Viscardi*  
its *President*

*James S. Viscardi*  
**JAMES S. VISCARDI**

*Howard C. Rooksby*  
**HOWARD C. ROOKSBY**

*Michael H. Rooksby*  
**MICHAEL H. ROOKSBY**

*Glen V. Greibus*  
**GLEN V. GREIBUS**

*Andrew M. Fiegel*  
**ANDREW M. FIGIEL**

#31152/9289.2

## **SCHEDULE A**

### **1. INTELLECTUAL PROPERTY**

Intellectual Property shall include all service marks, trademarks, patents, logos, rights to copyrights, records, reports, files, documents, source codes and other documents relating to all versions of the Safe Passage Operating System and all courseware transferred to the Employees pursuant to an Asset Purchase Agreement dated May 11, 1999 by and among the Employees and Safe Passage International (BVI).

### **2. CONTRACT RIGHTS**

Any and all contract rights transferred to the Employees pursuant to an Asset Purchase Agreement dated May 11, 1999 by and among the Employees and Safe Passage International (BVI).