

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/30/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Griffin L.L.C.		06/30/2004	LTD LIAB JT ST CO:

**RECEIVING PARTY DATA**

Name:	SePRO Corporation
Street Address:	11550 N. Meridian Street
Internal Address:	Suite 600
City:	Carmel
State/Country:	INDIANA
Postal Code:	46032
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2534892	AVAST!
Registration Number:	2186614	CAMELOT
Registration Number:	1014543	KOMEEN
Registration Number:	2022187	JUNCTION
Registration Number:	2022188	PENTATHLON
Registration Number:	1833090	SPIN OUT

**CORRESPONDENCE DATA**

Fax Number: (317)428-4585  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 317-216-8266  
 Email: fayeg@sepro.com  
 Correspondent Name: Faye N. Graham  
 Address Line 1: 11550 N. Meridian Street

**OP \$165.00 2534892**

Address Line 2: Suite 600  
Address Line 4: Carmel, INDIANA 46032

NAME OF SUBMITTER:	Faye N. Graham
Signature:	/Faye N. Graham/fng/
Date:	05/12/2005

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the 30<sup>th</sup> day of June 2004 ("Effective Date"), by and between Griffin L.L.C. Valdosta, Georgia, a Delaware limited liability company, ("Assignor"), and SePRO Corporation, an Indiana corporation ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee the Trademarks per the Registration Numbers listed on Schedule "A" attached hereto from the effective date of this Agreement (hereinafter referred to as the "Trademarks") and Assignee wishes to accept such assignment.

NOW THEREFORE, the parties agree as follows:

### **ARTICLE 1. TRADEMARK ASSIGNMENT**

(a) For good and valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, Assignor's full right, title and interest in and to the Trademarks; together with all rights and powers arising or accrued therefrom including, without limitation, the right to sue for damages and other remedies in respect of any past and future infringement of such rights. Assignment of the Trademarks includes the goodwill attached to and/or symbolized by the Trademarks.

(b) Assignor and its affiliates will reasonably cooperate in executing appropriate documents provided by Assignee to complete formalities for perfecting the assignment and recording of the Trademarks. Said documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Assignee a list of the agents used by country and status of the current Trademarks (docket report). All costs associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by Assignee.

### **ARTICLE 2. FILE TRANSFER**

Within twenty (20) business days of the Effective Date, or such other time as the parties may agree, Assignor will transfer physical possession of the files relating to the Trademarks to Assignee at the location requested by Assignee and at the expense of Assignee as soon as feasible. Upon such physical transfer, Assignor and its affiliates shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, Assignor and its affiliates will, to the extent feasible, provide information relating to the Trademarks in the manner requested by Assignee for the purposes of docketing maintenance fees, annuities, office actions, etc.

### **ARTICLE 3. USE OF TRANSFERRED TRADEMARKS**

As of the Effective Date of this Agreement and while all assignments are being completed for the Trademarks, the parties agree that Assignor and its affiliates will stop using the transferred Trademarks on its behalf in the United States and Assignor and its affiliates shall not file new trademark applications for the Trademarks in the United States, since the right and title of the Trademarks upon such date will be owned by Assignee.

**ARTICLE 4. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and no modification or amendment hereof shall be valid or binding upon the parties hereto unless made in writing and duly executed on behalf of each the parties hereto.

**ARTICLE 5. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

**ARTICLE 6. INVALIDITY.**

(a) If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this Agreement shall not cause the invalidity of the whole Agreement. The parties will replace any provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions.

(b) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall constitute a waiver, limitation or amendment of any right or obligation of either party contained in this Agreement.

**ARTICLE 7. BINDING EFFECT.**

This Agreement shall also be binding on any affiliate, subsidiary or successors of the parties hereto.

**[signature page follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Griffin L.L.C. Valdosta, Georgia

SePRO Corporation

By: *James W. Beardsley*  
Name: *James W. Beardsley*  
Title: *Vice President*

By: *William H. Gump* *6/30/2004*  
Name: *William H. Gump*  
Title: *PRESIDENT*

640869

*TRADE MARK ASSIGNMENT AGREEMENT*

**Exhibit "A"**

Trademark	USPTO Registration Number
Avast!®	2534892
AvasTEST™	None
Predict-Test™	None
Progress-Test™	None
Camelot®	2186614
K-Pool™	None
K-Tea™	None
Komeen®	1014543
Junction®	2022187
Pentathlon®	2022188
Spin Out®	1833090