

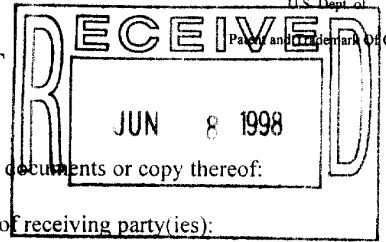
06-19-1998

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HEET



U.S. Dept. of  
Patents and Trademark Office

6-8-98

To the Honorable Commissioner of Patents and Trademarks: Please receive...

Original documents or copy thereof:

1. Name of conveying party(ies):  
AT&T CORP.

2. Name and address of receiving party(ies):  
Name: American Transtech Inc.

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

Internal Address:  
Street Address: 8000 Baymeadows Way  
City: Jacksonville State: Florida Zip:

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

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

3. Nature of conveyance:

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

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

(Designation must be a separate document from Assignment)

Additional name(s) and address(es) attached:  Yes  No

Execution Date:

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

A. Trademark Application No(s):

B. Trademark Registration No(s):

1,745,302  
1,746,562

Additional numbers attached:  
 Yes  No

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

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00  Enclosed

Standley & Gilcrest  
495 Metro Place South, Suite 210  
Dublin, Ohio 43017

Authorized to be charged to Deposit Account

8. Deposit Account Number: *2MB*  
(Attach duplicate copy of this page if paying by deposit account)

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.

Jeffrey S. Standley

*Jeffrey S. Standley*  
Signature

Date

6-3-98

Total number of pages including cover sheet, attachments, and documents: 8

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

Commissioner of Patents and Trademarks  
Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1742 FRAME: 079

06/19/1998 TTOM11 00000021 17453078  
40.00 00E  
25.00 00E  
01 FC:481  
02 FC:482

Business Mark Assignment Document

**SERVICE MARK ASSIGNMENT AGREEMENT**

This Service Mark Assignment Agreement, effective as of the Closing Date, is made between AT&T CORP., a New York corporation duly organized and existing under the laws of the State of New York, with an office at 32 Avenue of the Americas, New York, New York 10013-2412, United States of America (hereinafter referred to as the "Assignor") and American Transtech Inc., a Delaware corporation, having an office at 8000 BayMeadows Way, Jacksonville, Florida (hereinafter referred to as the "Assignee").

WHEREAS, the Assignor has adopted, used, registered or applied to register in the United States certain service marks set forth in Exhibit 1 annexed hereto, including without limitation, the registrations and applications and common law marks set out in Exhibit 1 (hereinafter referred to as the "Assigned Marks"); and

WHEREAS, the Assignor wishes to transfer and assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's rights, title and interest in and to the Assigned Marks and all of the goodwill associated therewith, as well as all registrations and applications and other rights, including common law rights, the Assignor may have throughout the world with respect to such Assigned Marks.

NOW, THEREFORE, the Assignor and the Assignee agree as follows:

Section 1

Effective the Closing Date, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all of its proprietary rights and applications for proprietary rights, title and interest in and to the Assigned Marks, including without limitation, the registrations and applications and common law marks set forth in Exhibit 1, any common law rights in the Assigned Marks, the goodwill of the business relating to the Assigned Marks, and the right to sue for past infringement of the Assigned marks.

The Assignee does hereby accept this assignment.

Section 2

The Assignor will promptly transfer to or provide to the Assignee copies of all files relating to the use, registration of, and applications for registration of, the Assigned Marks.

## Section 3

- (A) This Agreement in the form of a notarial deed is intended in original and in certified copy to be lodged with the competent domestic and foreign institutions, more particularly administrative agencies and courts, together with an application for assignment of the corresponding proprietary rights and applications for proprietary rights.
- (B) Should the lodging of this deed be insufficient for the assignment of the proprietary rights and applications for proprietary rights, both parties hereto shall immediately attend to the necessary formalities and will execute all reasonable documents necessary to effect transfer of the Assigned Marks.
- (C) The Assignee shall bear the costs arising out of or in connection with the implementation of the assignment contained herein.
- (D) Amendments hereto and amplifications hereof shall be in writing and signed by both parties.

## ASSIGNOR

Given at New York  
New York, USA  
on February 28th, 1998  
AT&T Corp.

By: 

Name: Robert S. Feit  
Title: Assistant Secretary  
Authorized Signatory

## ASSIGNEE

Accepted at 11:59 pm  
on February 28th,  
1998

By: 

Name: Monica M. Mehan  
Title: President  
Authorized Signatory

Notarial Certifications

I, a Notary Public, certify that on February 28, 1998, before me personally appeared Robert S. Feit, to me known to be an authorized signatory of AT&T CORP. and that he executed the foregoing Service Mark Assignment Agreement.

I attest:

Signed in:

Dated: February 28, 1998

Notary Public "Official Seal"

**ROSALIE FILOSA**  
Notary Public, State of New York  
No. 30-4784168  
Qualified in Nassau County  
Commission Expires May 31 1999

Signature of Notary Public

*Rosalie Filosa*

I, a Notary Public, certify that on February 28, 1998, before me personally appeared Monica M. Mehan, to me known to be an authorized signatory of American TransTech Inc. and that she executed the foregoing Service Mark Assignment Agreement.

I attest:

Signed in:

Dated: February 28, 1998

Notary Public "Official Seal"

**ROSALIE FILOSA**  
Notary Public, State of New York  
No. 30-4784168  
Qualified in Nassau County  
Commission Expires May 31 1999

Signature of Notary Public

*Rosalie Filosa*

## EXHIBIT 1 to Schedule 2

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
SALESREACH	U.S.A.	74/213479 10/16/91	1745302 1/5/93
SATISFACTOR	U.S.A.	74/196996 8/22/91	1746562 1/12/93

COMMON LAW MARKS

CATALOGLINE

CUSTOMTOUCH

DIRECTMARK

DIRECTPOINT

TRADE NAMEAMERICAN TRANSTECH