

07-06-1998

Form PTO-1564
08/31/92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MED 6-24-98

100754928

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

1. Name of conveying party(ies):

MODCOMP/Cerplex, L.P.

Individual(s) Association

General Partnership

Limited Partnership Delaware

Corporation-State

Other _____

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



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

Name: MODCOMP, Inc.

Internal Address: _____

Street Address: 1650 West McNab Road

City: Ft. Lauderdale State: FL Zip: 33309-1088

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

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 names(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: 11/25/97

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

A. Trademark Application No.(s)

75/097781; 75/111574; 75/344800; 75/277156; 75/277160

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: **Mark B. Harrison, Esq.**

Internal Address: **SPENCER & FRANK**

Street Address: **1100 New York Ave, N.W.
Suite 300 East
Washington, D.C. 20005**

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-3700

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/02/1998 TTD11 00000032 75097781

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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.

Mark B. Harrison, Esq.

Name of Person Signing

Signature

June 24, 1998

Date

Total number of pages comprising cover sheet: 1

TRADEMARK

REEL: 1747 FRAME: 0194

**PART III
APPLICATIONS**

MARK	COUNTRY	APP. NUMBER	APP. DATE	CLASS	GOODS/SERVICES
REAL/IX PX	US	Ser. #75/097781	MAY 2, 1996	9	real-time computer operating system sw
VIEWMAX 2000	US	Ser. #75/111574	MAY 30, 1996	9	computer sw that provide service links
VIEWMAX	US	Ser. #75/344800	AUG. 21, 1997	9	computer sw that provide service links
MODACS	US	Ser. #75/277156	APR. 18, 1997	9	computer hardware, peripherals, etc.
MODACS/X	US	Ser. #75/277160	APR. 18, 1997	9	computer hardware, peripherals, etc.

DEED OF ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS DEED OF ASSIGNMENT is signed and delivered on the date indicated below and made by and between Modcomp/Cerplex, L.P., a Delaware limited partnership with offices at 1650 West McNab Road, Ft. Lauderdale, FL 33309-1088 (the "Assignor") and MODCOMP, Inc., a Delaware corporation (formerly known as CSPI Sub Inc.) with offices at 1650 West McNab Road, Ft. Lauderdale, FL 33309-1088 (the "Assignee").

WHEREAS

- (A) The Assignor is the proprietor of the trademarks and service marks in United States set forth in Part I of the Schedule attached hereto (the "Marks"), and has registered the Marks in United States, including those registrations set forth in Part II of the Schedule (the "Registered Marks");
- (B) The Assignor is the proprietor of any applications for registration of the Marks in United States, including those applications set forth in Part III of the Schedule (the "Applications");
- (C) The Assignor has adopted and used the Marks in United States;
- (D) The Assignor and Assignee's affiliate, CSP Inc., entered into a certain Asset Purchase Agreement dated August 6, 1997 and Assignor executed and delivered to Assignee related instruments entitled Bill of Sale and Assignment of Foreign Marks (hereafter collectively referred to as the "Purchase Agreement") pursuant to which Purchase Agreement the Assignor agreed to assign and assigned the Marks, Registered Marks and Applications to the Assignee effective as of August 27, 1997, and the parties wish to confirm and memorialize such assignment in order to record the assignment in the United States trademark registry and establish the Assignee as the registered proprietor of the Marks, Registered Marks, Applications and all registrations resulting from the Applications.

NOW, THEREFORE, THIS DEED WITNESSETH as follows:

- (1) For US \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Assignor acknowledged in the Purchase Agreement and hereby acknowledges, the Assignor hereby assigns, transfers and conveys to the Assignee EFFECTIVE AS OF August 27, 1997 ALL of the Assignor's right, title and interest in and to the Marks, Registered Marks, Applications and all registrations resulting from the Applications, TOGETHER with the goodwill of the business relating thereto AND ALL the benefit of the Applications AND ALL rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for passing off and past infringement of the Marks. If any Applications result in registration, this Deed of Assignment shall operate to vest ALL of Assignor's right, title and interest in and to such Applications in the Assignee TOGETHER with the goodwill relating thereto.

- (2) The Assignor further covenants that the Assignor will execute all documents, papers, forms and authorizations, and depose to or swear all declarations or oaths, and take such other actions as may be necessary or required to effect and perfect the transactions contemplated by this Deed of Assignment and vest in the Assignee ALL the Assignor's right, title and interest in and to the Marks, Registered Marks, Applications and registrations resulting from the Applications as set forth herein.

IN WITNESS whereof the Assignor has caused this Assignment to be executed under seal by the duly authorized officer of its general partner on the day and year indicated.

SIGNED AND DELIVERED BY
MODCOMP/CERPLEX, L.P.

By Its General Partner:
Modcomp Joint Venture, Inc.

By: John P. Clary
Name: John P. Clary
Title: President
Date: 11/25/97

Sara L. Payne
Witness

County of:
State of:

On Nov. 25th, 1997, before me personally came John P. Clary known personally to me to be the President of Modcomp Joint Venture, Inc., the General Partner of Modcomp/Cerplex, L.P., and who, by me, duly sworn, did depose and say that this assignment and the signature witnessing the same were duly and properly authorized by the partnership.

Sandra A. Halko
Notary Public



SANDRA A HALKO
My Commission CC355134
Expires Mar. 13, 1998
Bonded by HAI
800-422-1555

My commission expires