

FORM PTO-1594 (Rev. 6-93) 7-6-98 MB No. 0651-0011 (exp. 4/94)

RI 07-15-1998

1 SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings To the Honorable Commissioner of



100765450

attached original documents or copy thereof

1. Name of conveying party(ies): Systems Techniques, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: June 25, 1998

2. Name and address of receiving party(ies)

Name: Phelps Enterprises International

Internal Address:

Street Address: 1009 Basil Road

City: McLean State: VA ZIP: 22101

- 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 name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) Data Tech 74-604,632

B. Trademark Registration No.(s)

Your P.C. . . . Inside-Out 1,604,420 Data Tech Institute 2,051,808

Additional numbers attached? Yes No

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

Name: Cornelius J. Chapman, Jr.

Internal Address:

Street Address: Hutchins, Wheeler & Dittmar

101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Cornelius J. Chapman, Jr. Name of Person Signing

Signature

June 30, 1998 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 Patents & Trademarks, Box Assignments Washington, D.C. 20231 TRADEMARK

REEL: 1753 FRAME: 0474

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made by Systems Techniques, Inc. ("Assignor") having a place of business at 400 Valentine Street, Hackettstown, New Jersey 07840, in favor of Phelps Enterprises International, Inc. ("Assignee") having a place of business at 1009 Basil Road, McLean, Virginia 22101.

1. Recitals. Assignor is the owner of all right, title and interest, in and to the trademarks and the trade names, and the registrations and applications for registration of the trademarks listed and described in Schedule A attached hereto ("Trademarks"). Assignee, for the benefit of itself, its successors and assigns, subject to the terms and agreements contained herein, wishes to acquire the Trademarks together with all of the good will of the business in connection with which the Trademarks are used.

2. Assignment. The Assignor hereby assigns to the Assignee all of its right, title and interest in the Trademarks, together with all of the goodwill of the business in connection with which the Trademarks are used, and in and to any divisionals, renewals and continuations thereof, including: (i) all priority rights arising therefrom, (ii) all claims for damage by reason of infringement of any the Trademarks, and (iii) any and all proceeds of the Trademarks, including personal property purchased with cash proceeds.

3. Further Assurances. Assignor hereby agrees to execute and sign, without further consideration, any other document, and to do all other acts that may be appropriate and may be deemed necessary by the Assignee fully to assign to the Assignee its interests as aforesaid in and to said applications or any part thereof and in and to the Trademarks or any of them. Assignor further covenants and agrees that it will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives, any facts known to it relating to the Trademarks or Trade Names and any applications therefor, and will testify as to the same in any interference or litigation when requested to do so. Assignor further covenants and agrees that the Commissioner of Patents and Trademarks of the United States and the appropriate officer of all other jurisdictions are hereby authorized and requested to issue any certificate of registration which may be granted on any application for registration of the Trademarks to the Assignee in accordance with the terms of this instrument.

4. Good title. Assignor does hereby covenant for itself and its legal representatives that it has not previously granted any assignment of the Trademarks or permitted any lien or encumbrance to exist with respect to any Trademark or granted any security interest in the Trademarks or any license to use the same.

IN WITNESS WHEREOF, the Assignor acting through its duly-authorized officer has hereunto set his or her hand and seal this 25 day of June, 1998.

SYSTEMS TECHNIQUES, INC.

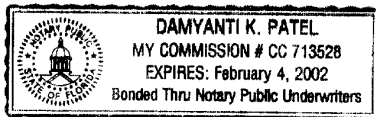
By Anver Sulieman

STATE OF FLORIDA

PINEHAWK County, ss.

June 25, 1998

Then personally appeared the above-named Anver Sulieman, President of the Assignor named in the foregoing Assignment and acknowledged such Assignment to be the free act and deed of such Assignor.



Damyanti K. Patel
Notary Public
My commission expires:

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Serial or Registration Number</u>	<u>Date of Registration or Filing</u>
"Data Tech"	SN 74-604,632	November 30, 1994
"Your PC. . . Inside-Out"	1,604,420	June 19, 1989
"Data-Tech Institute"	2,051,808	November 30, 1994