

MED 6-29-98

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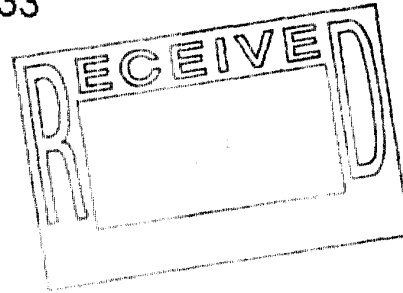


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CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

"Express Mail" mailing label number: E131119575 W
Date of Deposit: 6/29/98

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513



J. M. Smith
(Typed or printed name of person mailing paper or fee)

J. M. Smith
(Signature of person mailing paper or fee)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Assignment Cover Sheet

TO: The Commissioner of Patents
and Trademarks
Washington, D.C. 20231
ATTN: Assignment Branch

Please find enclosed for recording a Trademark Assignment identified as follows:

- Conveying Party:** ("Assignor") Amtech Overseas, Inc., a Delaware corporation having an address of 4601F Pinecrest Office Park, Alexandria, Virginia 22312.
- Receiving Party:** ("Assignee") Amtech, Inc., a Mississippi corporation having an address of 4601F Pinecrest Office Park, Alexandria, Virginia 22312.
- The Assignment conveys all rights, title and interest in and to the marks and registrations therefor, identified therein and herein.
- The Assignment should be recorded against the following trademark registration:

Trademark

U.S. Registration No.

AMTECH (Stylized)

1,837,373

07/07/1998 SGNITH

0000095 1837373

01 FC:401

40.00 DP

M JDM 389672.1
100000-C6251 06/04/98

5. Correspondence concerning this request should be sent to: Mary L. Aronov, Esq., Baker, Donelson, Bearman & Caldwell, 20th Floor, First Tennessee Building, Memphis, Tennessee 38103
6. This request concerns one (1) trademark registration, and a total fee of \$40.00 is submitted herewith. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
7. The Assignee is domiciled in the United States.
8. The enclosed Assignment is dated June 17, 1998.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet is True and Correct and any copy submitted is a true copy of the original document.

Respectfully submitted,



Mary L. Aronov
Attorney for Assignee

Date: June 26, 1998

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Amtech Overseas, Inc., a Delaware corporation having an address at 4601 F. Pinecrest Office Park Drive, Alexandria, Virginia ("Overseas");

WHEREAS, Amtech, Inc., a Mississippi corporation having an address at 4601 F. Pinecrest Office Park Drive, Alexandria, Virginia ("Amtech"); and

WHEREAS, Overseas wishes to assign to Amtech certain trademark rights and related information;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Overseas hereby sells, assigns, transfers and conveys to Amtech, free and clear of any lien, encumbrance or liability, its entire and world-wide right, title and interest in and to all of the following:

(a) all trademarks, trade names, trade styles, service marks, prints and labels on which such trademarks, trade names, trade styles and service marks have appeared or appear, designs or other indicia of source or origin and general intangibles of like nature, now existing and hereafter adopted or acquired (including the name "Amtech" and any variation thereon), all right, title and interest therein and thereto, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and records in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, all whether now owned or hereafter acquired, including without limitation, all of those listed in Schedule "A" attached hereto;

(b) all other related rights, information and license agreements; and

(c) all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Amtech's own use and benefit (collectively, the "Assigned Property").

Overseas hereby authorizes and requests all commissioners of trademarks, or any other administrator or agency as is applicable, to examine and issue any and all trademarks resulting from trademark applications included in Schedule "A" or from the Assigned Property to and in the name of Amtech. Upon receiving a request from Amtech, Overseas shall provide it with written requests to any of such commissioners, administrators or agencies to conduct such examination.

Overseas agrees to cooperate with Amtech, to take all actions, to provide and execute any and all documents or instruments, to obtain any consents, and to modify Schedule "A," in each case at Amtech's request in order to assign, perfect, record, practice, maintain, enforce or otherwise carry out the proprietary and other rights granted to Amtech under this Assignment.

IN WITNESS WHEREOF, Amtech has executed this Assignment as of June 17th, 1998.

AMTECH OVERSEAS, INC.

By: Nabil Hussein
Name: Nabil Hussein
Title: President

STATE OF MISSISSIPPI
COUNTY OF ~~HANCOCK~~ HARRISON

Personally appeared before me, the undersigned authority in and for said county and state, on this 17th day of June, 1998, within my jurisdiction, the within-named **NABIL HUSSEINI**, who acknowledged that he is the President of **AMTECH OVERSEAS, INC.**, a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been authorized by said corporation so to do.

WITNESS my hand and seal at office, on this the 17th day of June, 1998.

Sammy L. Abbott
Notary Public

My Commission Expires:

11-7-99

Schedule "A"
to the
Assignment of Trademark Rights

TRADEMARKS

<u>TRADEMARK REGISTRATION NO.</u>	<u>FILING DATE</u>	<u>COUNTRY</u>	<u>ISSUE DATE</u>
1,837,373	3/17/97	USA	

M ABM 389355.1
0-0 06/15/98

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RECORDED: 06/26/1998

TRADEMARK
REEL: 1757 FRAME: 0011