



Tab settings

To the Honorable Commissioner of

100800631

attached original documents or copy thereof.

8/17/98

1. Name of conveying party(ies):

Cellular Directions, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Florida, 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: July 7, 1998

2. Name and address of receiving party(ies)

Name: The Strategis Group, Inc.

Internal Address:

Street Address: 1130 Connecticut Avenue, N.W.

City: Washington State: DC ZIP: 20036

- 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)

B. Trademark Registration No.(s)

1,808,902

1,817,800

Additional numbers attached? Yes No

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

Name: Carol R. Kirchick, Esq.

Internal Address:

Rich, May, Bilodeau & Flaherty, P.C.

Street Address: 294 Washington Street

City: Boston State: MA ZIP: 02108

6. Total number of applications and registrations involved:

2

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

08 19/1998 JSHABAZZ 00000113 1808902

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 25.00 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 the original document.

Carol R. Kirchick, Esq.

Name of Person Signing

Signature

August 14, 1998

Date

Total number of pages including cover sheet, attachments and documents 7

ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT is made this 7th day of July, 1998, by and between Cellular Directions, Inc. ("Assignor"), a Florida corporation with its principal place of business at 838 Neapolitan Way Suite 216 Naples, Florida 34103, and The Strategis Group, Inc. ("Assignee"), a Delaware corporation with its principal place of business at 1130 Connecticut Avenue NW, Suite 325, Washington, DC 20036

Assignor and Assignee are parties to an Asset Purchase Agreement dated as of 7th of July, 1998 (the "Purchase Agreement"), for the sale of certain assets by Assignor to Assignee. As part of said Purchase Agreement, Assignor has agreed to assign to Assignee the copyrights, trademarks, tradenames, service marks, and logos which are part of the Assets (as defined in the Purchase Agreement), including, without limitation, those copyrights, trademarks, tradenames, service marks, and logos that: (i) Assignor has adopted and is using or has used in connection with the conduct and operation of its business; and, (ii) are set forth on the attached Schedule 1 (the "Marks"). Assignee desires that Assignor now assign the Marks to Assignee.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.


1. Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Marks, including all goodwill associated therewith, which Marks are free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization.
2. Assignee accepts the foregoing assignment of the Marks.
3. Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to any claim which Seller has or may have against any third party or parties for and relating to infringement of the Marks, or any of them.
4. Consistent with the Purchase Agreement, Assignor shall execute all other documents, assignments and other instruments which, in the opinion of Assignee or Assignee's counsel, are necessary or appropriate to vest in Assignee title to the Marks, free and clear of all security interests, liens, restrictions and encumbrances.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

CELLULAR DIRECTIONS, INC.
("ASSIGNOR")

By: _____
Enid L. Gauthier, President
duly authorized

THE STRATEGIS GROUP, INC.
("ASSIGNEE")

By:  _____
Andrew D. Roscoe, President
duly authorized

Attachments

Schedule 1 - List of Marks

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State of _____)
) ss.
County of _____)

On this ___ day of _____, 1998, before me appeared, the person who signed the foregoing instrument, who acknowledged that she is the _____ of Cellular Directions, Inc. and that he signed such instrument as a free act on behalf of Cellular Directions, Inc.

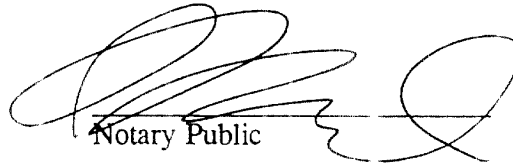
Notary Public

My commission expires: _____

State of Washington, DC)
) ss.
County of _____)

Andrew D. Roscoe

On this 7th day of July, 1998, before me appeared, the person who signed the foregoing instrument, who acknowledged that he is the President of The Strategis Group, Inc. and that he signed such instrument as a free act on behalf of The Strategis Group, Inc.



Notary Public

My commission expires: _____

PAMELA C. RUBIN
Notary Public District of Columbia
My Commission Expires
Feb. 28, 1999

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

CELLULAR DIRECTIONS, INC.
("ASSIGNOR")

By: *Enid L. Gauthier*
Enid L. Gauthier, President
duly authorized

THE STRATEGIS GROUP, INC.
("ASSIGNEE")

By: _____
Andrew D. Roscoe, President
duly authorized

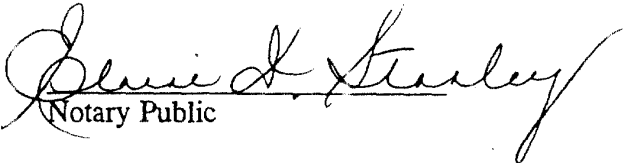
Attachments

Schedule 1 - List of Marks

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State of Florida)
County of Collier) ss.

On this 6 day of July, 1998, before me appeared, the person who signed the foregoing instrument, who acknowledged that she is the President of Cellular Directions, Inc. and that he signed such instrument as a free act on behalf of Cellular Directions, Inc.


Notary Public

My commission expires: _____

State of _____)
County of _____) ss.



1998 07 06
MY COMMISSION EXPIRES
1998 07 06
Dennis J. Stanley

On this ___ day of _____, 1998, before me appeared, the person who signed the foregoing instrument, who acknowledged that he is the _____ of The Strategis Group, Inc. and that he signed such instrument as a free act on behalf of The Strategis Group, Inc.

Notary Public

My commission expires: _____

Schedule 1

List of Marks

Cellular Directions
CELLBYTES®
CELLMAPS®