

10-02-1998

FORM PTO-1618,
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bryce Office Systems, Inc. of Virginia

01031994

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Virginia

Receiving Party

Mark if additional names of receiving parties attached

Name BOSX LLC

DBA/AKA/TA

Composed of

Address (line 1) 115 Hurley Road

Address (line 2)

Address (line 3) Oxford

City

CT/USA

State/Country

064781011

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Connecticut

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

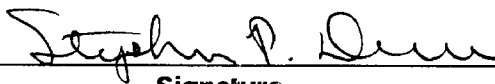
No

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. Charges to deposit account are authorized, as indicated herein.

Stephen P. Demm

Name of Person Signing



Signature

09/21/98

Date Signed

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, as of the 3rd day of January, 1994, by and between **BRYCE OFFICE SYSTEMS, INC. OF VIRGINIA**, a corporation organized and existing under the laws of the State of Virginia and having a principal place of business in Oxford, Connecticut (hereinafter referred to as "Seller"), and **BOSX LLC**, a limited liability company organized and existing under the laws of the State of Connecticut and having a principal place of business in Oxford, Connecticut (hereinafter referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller presently owns and operates an office equipment assembling business located at 115 Hurley Road, Oxford, Connecticut (hereinafter referred to as "Seller's Business"); and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, transfer and assign to Buyer, certain assets of Seller, including: leaseholds, leasehold improvements, machinery and equipment; inventory; trade fixtures; furniture; supplies; accounts receivable; goodwill; tradename; supplier lists; customer lists; and other tangible personal property owned by Seller and currently in use or available for use in connection with the operation of Seller's Business.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound agree for themselves, their successors, and assigns, as follows:

ARTICLE I

Purchase and Sale of Assets

1.1 Seller hereby agrees to sell and does hereby transfer, and Buyer hereby agrees to purchase, the following assets of Seller (hereinafter collectively referred to as the "Assets"):

(a) All Seller's inventory existing on the Date of the Closing and located at Seller's Business, all of which is set forth in Schedule to Section 1.1(a).

(b) All furniture, trade fixtures, machinery, equipment and all other items of tangible personal property, excluding certain software set forth in Section 1.2(b), whether located at Seller's Business or off premises, as used in connection with the operation of Seller's Business, together with all product warranties, if any, related to the aforesaid furniture, trade fixtures, and machinery and equipment to the extent same are assignable, all as set forth in Schedule to Section 1.1(b).

(c) All of Seller's accounts receivable existing on the Date of Closing, all of which are set forth in Schedule to Section 1.1(c).

(d) All supplier lists, customer lists, files and other information relating to Seller's Business, as such list(s) and information exist on the Date of the Closing, all of which are set forth on the Schedule to Section 1.1(d).

(e) All goodwill associated with Seller's Business, together with all trademarks, trademark applications and tradenames, including, but not limited to, Seller's tradename, "Bryce Office Systems" and all derivations thereof, all of which are set forth on the Schedule to Section 1.1(e).

(f) Subject to Section 1.2, all of Seller's rights under the Commitments (as defined in Section 4.5), pertaining to the conduct of Seller's Business, including, but

each of the sections hereof have been inserted for convenience only and shall have no substantive effect.

IN WITNESS WHEREOF, Seller and Buyer have each executed or caused this Agreement to be executed as a sealed instrument by an officer or manager thereunto duly authorized all as of the day and year first above written.

BRYCE OFFICE SYSTEMS, INC. OF VIRGINIA
SELLER

By: 

Its President, Duly Authorized

BOSX LLC
BUYER

By: 

Its Manager, Duly Authorized

HUNTON & WILLIAMS

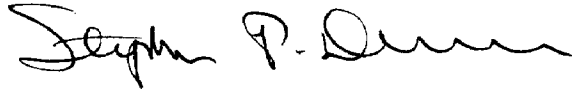
Commissioner of Patents and Trademarks

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September 22, 1998

Thank you for your assistance in this matter. If you have any questions concerning this request, please do not hesitate to contact the undersigned at the direct dial number indicated above.

Sincerely,



Stephen P. Demm

/swh

Enclosures

cc: Mr. Kevin C. Siladi
Thurston R. Moore, Esq.
Deborah R. Gerhardt, Esq.