

4/22/99

04-22-1999

ET

To the Honorable Commissioner of Patents and



ments or copy thereof.

1. Name of conveying party(ies):

101017450

ss of receiving party(ies):

SB Systems DIP, Inc. (formerly known as Sentinel Business Systems, Inc. d/b/a Sentinel Imaging, Inc.)

Name: Sentinel Imaging, Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation - State: New Hampshire
- Other: _____

Internal Address: c/o Charette Corporation

Street Address: 31 Olympia Avenue

City: Woburn State: MA Zip: 01888

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation - State: Delaware

Other: _____

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- 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)

Execution Date: January 21, 1999

Additional name(s) & address(es) attached Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/515,077
75/398,151
75/398,149

2,109,124

Additional numbers attached? yes no

RECEIVED
99 APR 22 PM 3:11
ASSIGNMENT DRAFTER

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State: _____ Zip: 20005

6. Total number of applications and registration involved:

..... [4]

7. Total Fee (37 CFR 3.41) \$ 115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1945

DO NOT USE THIS SPACE

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.

Catherine R. Howell
Name of Person Signing

Catt R Howell
Signature

April 22, 1999
Date

Total number of pages including cover sheet, attachments and document: [4]

7068844.01

05/03/1999 JSHADAZZ 00000264 181945 75515077

01 FC:481
02 FC:482
(40.00 CH
75.00 CH)

TRADEMARK
REEL: 1886 FRAME: 0929

4.22.99

EXHIBIT 1A

Trademarks

1. Sentinel Imaging
2. Colorfill
3. Sentinel Tru-Color
4. Optix
5. DuraTex
6. Graphix
7. The Sentinel Solution

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Trademark Assignment"), dated as of January 29, 1999, is made by and between SB Systems DIP, Inc. (f/k/a Sentinel Business Systems, Inc.), a New Hampshire corporation (the "Seller"), and Sentinel Imaging, Inc., a Delaware corporation (the "Buyer"). In accordance with the Purchase Agreement between the Seller and the Buyer dated as of January 21, 1999 (the "Purchase Agreement"), the Seller has agreed to sell all of its rights in any trademarks, tradenames and other intellectual property to the Buyer, and pursuant to a Bill of Sale of even date herewith has effected such a sale. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein with the meanings so defined.

BACKGROUND

Sections 5.8 and 7.5 of the Purchase Agreement provide that the Seller shall execute a written assignment of intangible assets as designated by the Buyer, and the Buyer has so designated the assets listed on Exhibit A attached hereto.

ASSIGNMENT

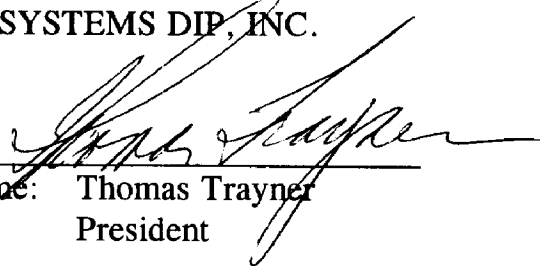
1. Assignment. The Seller hereby assigns to the Buyer and its successors and assigns, the items referred to below (collectively, the "Assigned Material").
 - a. All of the right, title and interest of the Seller worldwide in and to all trademarks, trademark applications, and trademark registrations, now owned by the Seller, and any reissues, extensions or renewals thereof, together with the goodwill of the business symbolized by such trademarks. Such trademarks, trademark applications and trademark registrations shall include all existing United States and foreign trademarks, trademark applications and trademark registrations of the Seller described in Exhibit A, and including all rights of the Seller to any trademark for which the application has been abandoned.
 - b. All of the right, title and interest of the Seller in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use, infringement or dilution of any of the above-described trademarks, or injury to the goodwill associated with any of the above-described trademarks.
2. Further Assurances. The Seller shall execute, or use its best efforts at its own expense to have executed, any further documents as may be reasonably requested by the Buyer in order to fully effectuate this Trademark Assignment.

3. General. The rights of the parties under this Trademark Assignment are subject to the provisions of the Purchase Agreement. This Trademark Assignment is a Transaction Document.

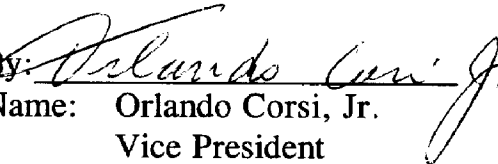
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound, the Seller has caused this Assignment to be duly executed as of the date first above written.

SB SYSTEMS DIP, INC.

By: 
Name: Thomas Trayner
President

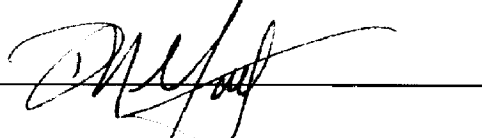
Accepted: SENTINEL IMAGING, INC.

By: 
Name: Orlando Corsi, Jr.
Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss


Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of January, 1999, personally appeared Thomas Trayner, to me known personally, and who, being by me duly sworn, deposes and says that he is a duly authorized officer of SB Systems DIP, Inc., and that said instrument was signed and sealed on behalf of said corporation, and said Thomas Trayner acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.


Notary Public **D. ROSS MARTIN, Notary Public**
My Commission Expires **March 12, 2001**

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21st day of January, 1999, personally appeared Orlando Corsi, Jr., to me known personally, and who, being by me duly sworn, deposes and says that he is a duly authorized officer of Sentinel Imaging, Inc., and that said instrument was signed and sealed on behalf of said corporation, and said Orlando Corsi, Jr. acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.


Notary Public **D. ROSS MARTIN, Notary Public**
My Commission Expires **March 12, 2001**