

MD 5-11-89 RECORDATION TRADE

05-14-1999

Patent and Trademark Office



101037708

Documents or copy thereof.

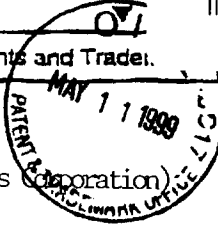
Tab settings

To the Honorable Commissioner of Patents and Trade:

1. Name of conveying party(ies):  
 GRUCO, Inc.  
 (f/n/a Group I Software Financial Services Corporation)  
 Suite 1601  
 1201 Market Street, Wilmington, DE 19801

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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



2. Name and address of receiving party(ies)  
 Name: Group I Software, Inc.  
 Internal Address: Suite 600  
 Street Address: 4200 Parliament Place  
 City: Lanham State: MD ZIP: 20706

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative design is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: March 23, 1999

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

#1393103  
#1539048

(continued on Exhibit A)

Additional numbers attached?  Yes  No

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

Name: Tanya M. Murray, Esquire  
 Internal Address: Stewart & Associates  
Suite 1700  
 Street Address: 1201 Market Street  
 City: Wilmington State: DE ZIP: 19801

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

05/13/1999 DNGUYEN 00000331 1393103

01 FC:481 40.00 BP  
02 FC:482 325.00 OP

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.

Tanya M. Murray  
Name of Person Signing

Tanya Murray  
Signature

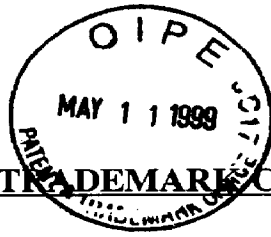
May 10, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:

TRADEMARK

REEL: 1896 FRAME: 0582



**EXHIBIT A TO TRADEMARK COVER SHEET**

**Registration Numbers (cont'd)**

**#1579881  
#1443692  
#1833160  
#1518711  
#1794160  
#1648045  
#1630705  
#1459920  
#1363063  
#1359001  
#1357805  
#1355127**

**ASSIGNMENT AGREEMENT**

**BY AND BETWEEN**

**GRUCO, INC.**

**AND**

**GROUP 1 SOFTWARE, INC.**

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of this 23rd day of March, 1999, by and between GRUCO, Inc., a corporation duly created and existing under the laws of the State of Delaware, having its principal place of business located at 1201 Market Street, Suite 1601, Wilmington, Delaware (the "Assignor"), and Group 1 Software, Inc., a corporation duly created and existing under the laws of the State of Delaware, having its principal place of business at 4200 Parliament Place, Suite 600, Lanham, Maryland (the "Assignee").

**BACKGROUND**

WHEREAS, Assignor owns certain trademarks, service marks and other assets, both registered and unregistered, including without limitation registrations, in the United States Patent and Trademark Office, and in various individual states in the United States, and/or pending registrations (the "Marks");

WHEREAS, Assignor has filed a Certificate of Dissolution with the Delaware Secretary of State dissolving the corporation effective as of 5:00 p.m. on March 31, 1999;

WHEREAS, pursuant to Assignor's Plan of Dissolution and Complete Liquidation, Assignor is to distribute all its assets to its sole stockholder of record, Assignee;

WHEREAS, Assignee desires to acquire from Assignor each of the Marks as exist as of the effective date of this Assignment and of each Assignment Certificate (as defined herein), the accompanying registrations and any and all associated goodwill; and

WHEREAS, the purpose of this Agreement is to effectuate Assignor's contributions and assignments of the Marks to Assignee (collectively, the "Assignments"; individually, an "Assignment").

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Contribution and Assignment. Assignor does hereby transfer, contribute, convey and assign to Assignee all right, title and interest in and to the Marks which are listed on Exhibit A attached hereto, together with the accompanying registrations thereof and applications therefor, and with the goodwill of the business symbolized by each of the Marks, such assignment to be effective as of 5:00 p.m. on March 31, 1999. The parties acknowledge the need or appropriateness for separate assignments of certain trademarks and service marks. Accordingly, without limitation, Assignor agrees to execute Assignment Certificates in substantially the form attached hereto as Exhibit B, upon request of Assignee, in connection with separate assignments. Assignee hereby confirms and ratifies its acceptance of the assignments, as of the effective date of this Assignment and of each Assignment Certificate, and confirms and ratifies its assumption all liabilities and obligations in connection with such assignments. Assignor hereby ratifies and confirms its agreement, and hereby further agrees, to

take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effectuate the transfer to Assignee of all right, title and interest in the Marks. Accordingly, without limitation, Assignor agrees to execute further certificates of assignment substantially in the form of the Assignment Certificate attached hereto as Exhibit B, upon request of the Assignee.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

2.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

2.2 Assignor has full corporate authority to execute this Assignment, and this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

3.1 Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Assignee has full corporate authority to execute this Assignment, and this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignee's corporate charter, bylaws or any agreement to which Assignee may be a party.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Assignee pursuant to this Assignment.

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or omission by Assignor in connection with any services rendered by Assignor prior to this Assignment, under any of the Marks.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing.

4.4 Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Assignment with respect to any of the foregoing indemnities.

5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Assignment, only Assignee has the right to license other entities or individuals to use the Marks in any manner whatsoever.

6. Nullification of Assignment. The parties agree that in the event the Certificate of Dissolution of Assignor is abandoned prior to the effective date of this

Assignment, this Assignment and any Assignment Certificates executed thereunder, shall become null and void.

7. Additional Documents. After the execution of this Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor shall execute and deliver to the Assignee, or to any subsequent assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee or subsequent assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full force and effect to this Assignment.

8. Miscellaneous.

8.1 Severability. Should any part or provision of this Assignment be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

8.2 Applicable Law. The validity and effect of this Assignment is governed by and construed in accordance with the laws of the State of Delaware.

8.3 Notice. Whenever this Assignment permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to Assignor, to:

GRUCO, Inc.  
1201 Market Street  
Suite 1601  
Wilmington, Delaware 19801  
Attn: President

If to Assignee, to:

Group I Software, Inc.  
4200 Parliament Place  
Suite 1600  
Lanham, Maryland 20706  
Attn: President

or to such other address as either party shall designate in a notice to the other given as provided herein.

8.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives.

8.5 Headings. Paragraph headings included in this Assignment are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Assignment.

8.6 Incorporation of Exhibits. Exhibit A and Exhibit B are expressly made part of this Assignment, are incorporated by reference, and shall be given the same force and effect as if said Exhibits were included within the body of this Assignment.

8.7 Waiver; Modification. No change or modification of this Assignment will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.



8.8 Entire Agreement. This Assignment contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties intending to be legally bound hereby,


have through their respective appointed corporate officers, duly executed this Assignment as of


March 23, 1999.

[SEAL]

ATTEST:

GRUCO, INC.

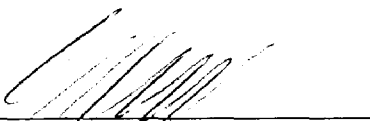
By:   
Name: Gordon W. Stewart  
Title: Secretary

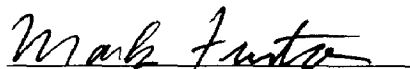
By:   
Name: Robert L. Siegfried, Jr.  
Title: President

[SEAL]

ATTEST:

GROUP I SOFTWARE, INC.

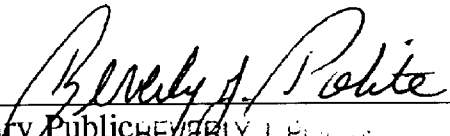
By:   
Name: Fern Weiss  
Title: SKE.

By:   
Name: Mark Funston  
Title: CFO

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE )  
 )

On this 23<sup>rd</sup> day of March, 1999, personally came before me, a Notary Public for the State and County aforesaid, Robert L. Siegfried, Jr., who acknowledged himself to be President of GRUCO, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

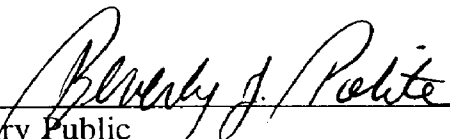
GIVEN under my hand and seal of Office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public BEVERLY J. POLITE  
NOTARY PUBLIC-DELAWARE  
My Commission Expires October 26, 2000

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE )  
 )

On this 23<sup>rd</sup> day of March, 1999, personally came before me, a Notary Public for the State and County aforesaid, Mark Funston, who acknowledged himself to be Chief Financial Officer of Group I Software, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

GIVEN under my hand and seal of Office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public BEVERLY J. POLITE  
NOTARY PUBLIC-DELAWARE  
My Commission Expires October 26, 2000

**EXHIBIT A  
TO  
ASSIGNMENT AGREEMENT  
BETWEEN  
GRUCO, INC.  
AND  
GROUP 1 SOFTWARE, INC.**

**MARKS**

[See Attached]

SCHEDULE A

<u>NAME</u>	<u>REG. NO.</u>
GROUP 1 GROUP 1 SOFTWARE (5) Words, letters and/or numbers in stylized form	1393103
CODE-1 (1) Typed drawing	1539048
ACCUMAIL (1) Typed drawing	1579881
MAIL CANADA (1) Typed drawing	1443692
CODE-1 CANADA (1) Typed drawing	1833160
GROUP 1 SOFTWARE (1) Typed drawing	1518711
CODE-1 PLUS (1) Typed drawing	1794160
DUPE ELIMINATOR (1) Typed drawing	1648045
MAILSTREAM PLUS (1) Typed drawing	1630705
ARCLIST (1) Typed drawing	1459920
EZ-LIST (1) Typed drawing	1363063
EZ-LETTER (1) Typed drawing	1359001
EZ-5 (1) Typed drawing	1357805
EZ-9 (1) Typed drawing	1355127

**EXHIBIT B  
TO  
ASSIGNMENT AGREEMENT  
BETWEEN  
GRUCO, INC.  
AND  
GROUP 1 SOFTWARE, INC.**

**FORM OF ASSIGNMENT CERTIFICATE**

[See Attached]

**ASSIGNMENT CERTIFICATE  
NO. \_\_\_\_\_  
ISSUED PURSUANT TO  
ASSIGNMENT AGREEMENT  
BETWEEN  
GRUCO, INC.  
AND  
GROUP I SOFTWARE, INC.**

GRUCO, Inc. ("Assignor") hereby does transfer, contribute, convey and assign to Group 1 Software, Inc. ("Assignee"), all right, title and interest in the trademarks and service marks, together with all goodwill of the business symbolized thereby, and all registrations, all applications for registrations and pending registrations associated therewith as more particularly described on Schedule I attached hereto (the "Marks"), pursuant to the terms and conditions of a certain Assignment Agreement dated as of March 23, 1999 between Assignor and Assignee, which Assignment Agreement is hereby ratified.

This will certify that the transfer made herein is effective as of the date shown below and that the Assignee has accepted and received the Marks as of such date. Reference is made to said Assignment Agreement for additional terms and conditions of the contribution and assignment evidenced hereby.

This Assignment Certificate has been executed by GRUCO, Inc. to be effective as of \_\_\_\_\_.

GRUCO, INC.

By: \_\_\_\_\_  
Name:  
Title:

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE )  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, personally came before me, a Notary Public for the State and County aforesaid, \_\_\_\_\_, who acknowledged himself to be \_\_\_\_\_ of GRUCO, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

**GIVEN** under my hand and seal of Office the day and year aforesaid.

\_\_\_\_\_  
Notary Public



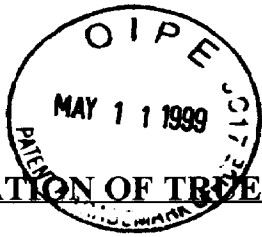
**SCHEDULE I**

**TO**

**ASSIGNMENT CERTIFICATE NO. \_\_\_\_\_**

**MARKS**

[See Attached]



VERIFICATION OF TRUE COPY OF ORIGINAL

I, Gordon W. Stewart, the undersigned Secretary of GRUCO, Inc., hereby certifies that the attached Assignment Agreement between Group 1 Software, Inc. and GRUCO, Inc. is a true and correct copy of the original document executed as of March 23, 1999.

GRUCO, INC.

Date: May 10, 1999

By: Gordon W. Stewart  
Gordon W. Stewart  
Secretary