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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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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)

**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.

Lisa Brooks Hammond, Esq.

5-13-99

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

This Assignment Agreement is made as of December 31, 1998, by and between, **Dynasys Technologies, Inc.**, a Florida corporation (herein "Assignor") having its principal place of business at 800 Belleair Road, Clearwater, Florida 33756, and **TouchNet Information Systems, Inc.**, a Kansas corporation ("TIS") having its principal place of business at 15520 College Boulevard, Lenexa, Kansas 66219 (herein "Assignee").

Assignor has adopted and continuously has used the mark listed below (herein, the "Mark") to identify various goods and services offered and sold by Assignor in connection with Assignor's business of the sale and development of touch memory semiconductor chips (the "Business"). The Mark reflects and symbolizes the considerable goodwill of the Assignor with respect to the Business of selling and offering for sale the goods and services identified by said Mark.

Pursuant to that certain Settlement Agreement, of even date herewith, by and between Assignor and Assignee, Assignor must assign to Assignee all of Assignor's rights in and to the Mark and any and all goodwill associated therewith. Accordingly, Assignor now desires to assign to Assignee, and Assignee desires to receive from Assignor all Assignor's right, title, and interest in and to the Mark, together with all Assignor's goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of two thousand five hundred dollars (\$2,500.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Mark. The Mark being assigned by Assignor to Assignee hereunder is: **TOUCHNET**.

2. Assignment. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest throughout the world in any and all rights in and to the Mark, whether arising at common law or under any registrations thereof or any applications for registration thereof which may now or hereafter exist, together with all of Assignor's goodwill associated therewith and symbolized thereby. This assignment shall specifically include any and all rights in, to, and arising under Federal Registration No. 1,764,311.

3. Goodwill. The said sale, transfer, assignment, and conveyance includes all the goodwill of the Business of Assignor associated with and symbolized by the Mark.

4. Assignor's Representations. Assignor represents and warrants as follows:

(a) Assignor has the right to transfer ownership of the Mark and all the goodwill associated therewith to Assignee free of any and all liens, claims, charges, encumbrances, licenses, mortgages, or security interests.

(b) The transfer of ownership of the Mark, as provided herein, will not breach any agreement, covenant, or understanding to which Assignor is a party and will not violate any law, rule, regulation, ordinance, or decree of any municipal or governmental agency, entity, or branch.

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**TRADEMARK**  
**REEL: 001898 FRAME: 0570**

(c) The Mark, to the knowledge of Assignor, has not been infringed nor is being infringed by any third party, and Assignor has not previously licensed, sold, transferred, conveyed, granted, or given to any third party any title to or rights in the Mark which would, in any way, interfere with the exclusive, uninterrupted, and unencumbered ownership and right of use by Assignee.

5. Other Actions. Assignor agrees to execute and deliver all instruments and documents to Assignee and to do all other reasonable acts appropriate to perfect in Assignee clear title to the Mark and the rights transferred hereunder.


6. Non-competition. Assignor agrees to terminate all use of the Mark, except as expressly provided in the license granted to Assignor by Assignee pursuant to paragraph 7 below, and agrees not to use the Mark or any other name or mark confusingly similar therewith, whether for itself or for or in connection with any other person, firm, or corporation in which Assignor or any of its officers, directors, shareholders, agents, or employees has any interest whatsoever.

7. License. Assignee hereby grants to Assignor a limited license to use the Mark for a period of sixty (60) days from the date hereof for the sole purposes of changing its advertising materials to incorporate Assignor's new mark. This license shall apply solely to the offer, sale, and promotion of computers and computer software for providing network communications between multiple semiconductor memory chips in International Class 9. Assignor may not sell, transfer or sublicense its right to use the Mark to any third party. Assignor agrees that the quality of all goods manufactured, distributed, and sold by Assignor in connection with the Mark will conform to Assignee's quality control standards, and Assignor agrees, from time to time, to furnish Assignee with samples of advertisements and promotional materials using or products bearing the Mark in order to permit Assignee to inspect same to determine compliance with its quality control standards.

8. Additional Rights. In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorneys' fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office (the "PTO"), and the PTO is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

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

TOUCHNET INFORMATION SYSTEMS,  
INC.

By:   
Daniel J. Toughey, President

DYNASYS TECHNOLOGIES, INC.

By:   
Robert A. Seher, CEO

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