

MPO
8.9.99

08-12-1999



To the Honorable Commission

Attached original documents or copy thereof.

101116288

1. Name of conveying party(ies):

McBee Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-Colorado
- Other _____
- Association
- Limited Partnership

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: Nunc Pro Tunc Assignment
- Merger
- Change of Name

Execution Date: July 21, 1999

2. Name and address of receiving party(ies):

Russell & Miller, Inc.
12342 Bell Ranch Drive
Sante Fe Springs, California 90670-0015

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: Delaware
- Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

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

A. Trademark Application No.(s): **SEE SCHEDULE A**

B. Trademark Reg. No.(s): **SEE SCHEDULE A**

Additional numbers attached Yes No

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

Stephen J. Meyers, Esq.
Seidel, Gonda, Lavorgna & Monaco, P.C.
Suite 1800 Two Penn Center Plaza
Philadelphia, PA 19102

Attorney Docket No. 8346-ASN

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41)

\$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: **19-1135**

DO NOT USE THIS SPACE

9. 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.

STEPHEN J. MEYERS

Name of Person Signing

Signature

4 August 1999

Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUED</u>
KEYSORT (stylized)	566,787	11/18/52
WAXSPOT	540,649	04/10/51
MC BEE	699,007	06/07/60
MC BEE	699,389	06/14/60
MINI-WRITER	1,342,501	06/18/85
FOLDING BOOKKEEPER	1,431,918	03/10/87
EAS-E-BILL	1,547,300	07/11/89
SPEED-LETTER	2,033,829	01/28/97

NUNC PRO TUNC ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, McBee Systems, Inc. a Colorado corporation (hereinafter referred to as "Assignor"), having a place of business located at 299 Cherry Hill Road, Parsippany, New Jersey 07054, did adopt and use the trademarks as set forth in Schedule A (hereinafter referred to as the "Trademarks");

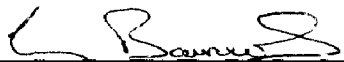
WHEREAS, Russell & Miller, Inc., a Delaware corporation, (hereinafter referred to as "Assignee"), having a place of business located at 12342 Bell Ranch Drive, Sante Fe Springs, California 90670-0015, did acquire on December 28, 1998 all right, title and interest in and to said Trademarks and any registrations and applications for registration therefor; and

WHEREAS, it is desired that the Nunc Pro Tunc Assignment of the Trademarks listed in Schedule A be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby acknowledges that it did on December 28, 1998 sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to the Trademarks and any registrations and applications for registration thereof, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademarks rights accruing on or before December 28, 1998, together with the goodwill of the business symbolized by the Trademarks, and including the registrations and applications thereof as set forth in Schedule A, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful

oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks assigned as of December 28, 1998, all without further compensation to Assignor.


MCBEE SYSTEMS, INC.

By: 
CRAIG BARROWS
Secretary

STATE OF Massachusetts
COUNTY OF Middlesex : ss
:

BEFORE ME, the undersigned Notary Public, on this 21st day of July, 1999, personally appeared Craig Barrows personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Secretary of McBee Systems, Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]


Notary Public
My Commission expires 9/28/01