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FORM PTO-1618A
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OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101180794

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
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- 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

10/22/1999 MTHA11 00000298 75725713

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 175.00 DP

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

TRADEMARK
REEL: 001973 FRAME: 0715

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.

Diane J. Kasselmann



October 19, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, TT Systems Corp., a New York corporation ("TT Systems"), is the owner of the trademarks, trademark registrations, and trademark applications set forth in Schedule A attached hereto (the "Trademarks");

WHEREAS, pursuant to an Asset Purchase Agreement dated as of July 29, 1999, by and among TT Systems LLC, a Delaware limited liability company ("Assignee"), TT Systems, Daniel Leitman and Valerie Leitman (together with TT Systems, the "Sellers") (the "Asset Agreement"), Sellers agreed to cause TT Systems to execute and deliver to Assignee at Closing, assignments of all Intellectual Property Assets (as defined in the Asset Agreement), including, without limitation, all Intellectual Property Assets listed in Section 3.22 of the Sellers Disclosure Letter (as defined in the Asset Agreement).

NOW, THEREFORE, effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TT Systems does hereby assign unto Assignee, its successors and assigns all of its right, title, and interest in and to:

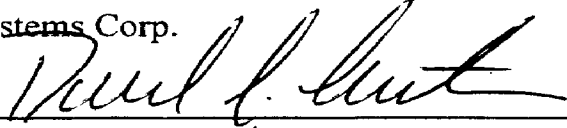
- (i) the Trademarks set forth on Schedule A hereto;
- (ii) all renewals of the foregoing Trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue for any past, present or future infringement of the Trademarks and related claims, including the right to sue for injunctive relief and to collect damages; and
- (iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has caused this Trade-
mark Assignment to be duly executed by its authorized officer as of October 1, 1999.

TT Systems Corp.

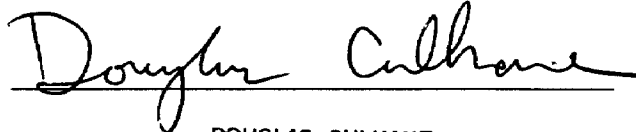
By: _____


Name: Daniel Leitman
Title: President

STATE OF NEW YORK)
) SS.:
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Daniel Leitman personally known to me to be the President of TT Systems Corp., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 29 day of Sept., 1999.



DOUGLAS CULHANE
Notary Public, State of New York
No. 01CU5031230
Qualified in Kings County
Commission Expires Aug. 1, 2000

Notary Public

My commission expires: Aug. 1, 2000

**Schedule of Trademarks Owned by
TT Systems Corp.**

Trademarks:

1. TELE-RECORDER: Int'l Class 9; Reg. No. 1, 606, 169; July 17, 1990
2. MODEM MATE: Reg. No. 1,933,997 -- pursuant to Trademark License Agreement between Woods Industries, Inc. and TT Systems Corporation dated as of July 21, 1997, (see Trademark Licenses, below).
3. COMCOR COMMUNICATIONS CORNER: Int'l Class 42; Reg. No. 1,326,399; March 19, 1985
4. COM-CALL: Int'l Class 9; Reg. No. 1,240,058; May 31, 1983
5. MESSAGE MINDER: Int'l Class 9; Reg. No. 1,226,535; February 18, 1983
6. TELE-TENDER: Int'l Class 9; Reg. No. 1,252,818; October 4, 1983
7. SIMTEL: Int'l Class 9; Reg. No. 1,525,445; February 21, 1989

Trademark Applications:

1. JELLY BEAN: International Class 9; 75/725713, Filed JUNE 2, 1999

Trademark Licenses:

1. Trademark License Agreement between Woods Industries, Inc. and TT Systems Corporation dated as of July 21, 1997
2. Agreement between Royal Doulton (UK) Limited and TT Systems Corporation, dated as of October 9, 1998.
3. License Agreement between International Business Machines Corporation and TT Systems Corporation, dated April 12, 1999.
4. ODM Agreement between TECOM CO., LTD and TT Systems Corporation, dated as of October 19, 1998