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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



101211871

Tab settings

To the Honorable Commissioner of Patents, _____ Attached original documents or copy thereof.

1. Name of conveying party(ies):

Daghigh Software Cc

11-05-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

- Individual(s)
- General Partnership
- Corporation-State (Virginia)
- Other _____

- Association
- Limited Partnership

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

Name and address of receiving party(ies)

Name: PC Plus, Inc.

Internal Address: _____

Street Address: 400 Herndon Parkway

City: Herndon State: VA ZIP: 20170

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Virginia
- Other _____

If assignee is not domiciled in the United States, a domestic representative designator 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 12, 1999

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

A. Trademark Application No.(s)

75/369874

B. Trademark Registration No.(s)

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Additional numbers attached? Yes No

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

Name: Joan Fagan Teich

Internal Address: _____

Street Address: 10 E Street SE

City: Washington State: DC ZIP: 20003

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Joan Fagan Teich

Name of Person Signing

Joan Fagan Teich
Signature

October 25, 1999

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK
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Exhibit A-2

ASSIGNMENT OF TRADEMARKS -TRADE NAMES, AND SERVICE MARKS

THIS ASSIGNMENT OF TRADE NAMES AND SERVICE MARKS (the "Assignment") is made effective as of the 2nd day of July, 1999 by Daghigh Software Company ("Assignor"), in favor of PC Plus, Inc. ("Assignee").

WITNESSETH

WHEREAS, Assignors are parties to a certain Asset Purchase Agreement dated effective as of July 2, 1999 (the "Sale Agreement") whereby Assignors have agreed to execute this Assignment in order to assign to Assignee all of its registered trademarks, registered trade names and registered service marks, and also the right to use the name "ICN" and "International Computer Networks" or the likenesses thereof, of Assignors as provided therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor Daghigh Software Company, Inc., warrants that (i) it has the full right and power to make the assignment of all of its registered marks, including, without limitation, the trademark, trade name and service mark registrations and applications listed on Schedule 1.3 hereto (collectively, the "Marks"), (ii) all of the Marks are valid, subsisting and enforceable, and (iii) Assignor has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or further assignment of or encumbrance on any of the Marks.

2. Assignor Daghigh Software Company, Inc., hereby grants, assigns and conveys to Assignee the entire right, title and interest in and to all of the Marks, including, without limitation, all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill of the business associated with and symbolized by each of the Marks.

This Assignment may not be altered, amended or modified

except by a writing signed by both the Assignor Daghigh Software Company, Inc., and the Assignee. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, this Assignment has been duly executed on the 2nd day of July, 1999.

Daghigh Software Company

By: 

Name: Shawn Daghigh

Title: President

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