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01-28-2000



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Docket No.:

7270-24945

Tab settings

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name of conveying party(ies):

Service Resources, Inc.

Name of receiving party(ies):

12-23-1999

Service Resources, Inc. Corporation

U.S. Patent & TM Office/TM Mail Report #31

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Street Address: **201 Village Parkway**  
City: **Marietta** State: **GA** ZIP: **30067**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **December 13, 1999**

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

A. Trademark Application No.(s)

75/687,388

B. Trademark Registration No.(s)

Additional numbers  Yes  No

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

Name: **MORRIS, MANNING & MARTIN, LLP**

Internal Address: **1600 Atlanta Financial Center**

Street Address: **3343 Peachtree Road, NE**

City: **Atlanta** State: **GA** ZIP: **30326**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

n/a

01/28/2000 DCOATES 00000005 75687388

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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.

**M. Sandlin Grimm, Esq.**

Name of Person Signing

Signature

**December 21, 1999**

Date

Total number of pages including cover sheet, attachments, and

3

## ASSIGNMENT OF TRADEMARK AND TRADE NAME RIGHTS

THIS ASSIGNMENT OF TRADEMARK AND TRADE NAME RIGHTS ("Assignment"), effective as of August 1, 1999 and made this 3<sup>rd</sup> day of December, 1999, by Service Resources, Inc., a Delaware Corporation ("Assignor"), in favor of FacilityPro.com Corporation, a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a certain agreement entitled the Subscription and Contribution Agreement effective as of August 1, 1999 (the "Subscription and Contribution Agreement").

WHEREAS, pursuant to the Subscription and Contribution Agreement, Assignor desires to contribute certain intangible assets associated with its electronic commerce, procurement and supply business (the "Business") in exchange for all of the issued and outstanding stock of Assignee.

WHEREAS, the certain assets to be exchanged pursuant to the Subscription and Contribution Agreement include the "FacilityPro.com" trademark and trade name as applied for with the United States Patent and Trademark Office under Serial Number 75-687388, (jointly "Trade Name") and whereas the Assignee and Assignor desire to enter into this Assignment to assure such transfer of the Trade Name.

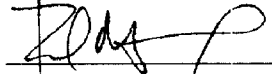
WHEREAS, in connection with the conveyance of the Trade Name, Assignor intends to quitclaim any and all rights Assignor has or had in and to the Trade Name to Assignee.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid to Assignor, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

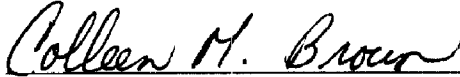
1. Assignor does hereby remise, release, convey and forever quitclaim unto Assignee its successors and assigns all right title and interest in and to the Trade Name.
2. This Assignment shall be construed under and enforced in accordance with the laws of the State of Delaware.
3. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, Assignor has executed this Assignment and affixed its seal as of the day and year above written.

Signed, sealed and delivered  
in the presence of:



Unofficial Witness



Notary Public

My commission expires:

[NOTARIAL SEAL]

**Notary Public, Cobb County, Georgia**  
**My Commission Expires June 2, 2002**

ASSIGNOR:

Service Resources, Inc.

By:   
Robert C. Dickhaus, President

(CORPORATE SEAL)

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RECORDED: 12/23/1999

TRADEMARK  
REEL: 002012 FRAME: 0543