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Form PTO 1610

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04-10-2000

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

03-17-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #40

REC

101314012

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 #

Correction of PTO Error  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger  Change of Name  November 19, 1999

Other

**Conveying Party**

Mark if additional names of conveying parties attached

Effective Date  
Month Day Year  
 November 19, 1999

Name  NextLinx Holding Corporation

Formerly  NextLinx, Inc.

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Maryland

**Receiving Party**

Mark if additional names of receiving parties attached

Name  NextLinx, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  8403 Colesville Road

Address (line 2)  Suite 1601

Address (line 3)  Silver Spring  Maryland  20910

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

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.)

**FOR OFFICE USE ONLY**

04/10/2000 DWGUYEN 00000326 75637131

01 FC:481  
02 FC:482

40.00 OP  
325.00 OP

Public burden reporting for this collection is estimated to average approximately 30 minutes per cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002046 FRAME: 0902**

**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)		
<input type="text" value="75/637,131"/>	<input type="text" value="75/428,279"/>	<input type="text" value="75/639,643"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/645,576"/>	<input type="text" value="75/639,641"/>	<input type="text" value="75/637,130"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/428,278"/>	<input type="text" value="75/639,644"/>	<input type="text" value="75/639,642"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Judith A. Yolles  
Name of Person Signing

*Judith A. Yolles*  
Signature

March 17, 2000  
Date of Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Effective Date

Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

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)

75/645,595

75/639,640

75/637,133

75/645,594

75/637,134

**Exhibit E****ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** is made as of November 19, 1999, by and between NextLinx Holding Corporation, a Maryland corporation ("NextLinx Maryland"), and NextLinx Corporation, a Delaware corporation ("NextLinx Delaware").

**WHEREAS**, NextLinx Maryland and NextLinx Delaware are parties to that certain Agreement and Plan of Reorganization of even date herewith (the "Agreement"), pursuant to which NextLinx Maryland has agreed to transfer its Software Division (as that term is defined in the Agreement) to NextLinx Delaware and to assign to NextLinx Delaware all of NextLinx Maryland's entire right, title and interest in and to its Intellectual Property, including but not limited to, its Assigned Marks (defined below) and any and all U.S. Registration as set forth herein.

**WHEREAS**, pursuant to the Agreement, NextLinx Maryland now desires to assign to NextLinx Delaware all of its title and interest in the Intellectual Property, including but not limited to, the Assigned Marks and NextLinx Delaware desires to accept such assignment and assume the Intellectual Property on the terms and conditions set forth herein.

**WHEREAS**, except as otherwise expressly provided herein, all capitalized terms appearing in this Assignment shall have the same meaning as given to such terms in the Agreement.

**NOW THEREFORE**, for and in consideration of the premises stated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. NextLinx Maryland hereby grants, bargains, sells, assigns, transfers, sets over, delivers and conveys to NextLinx Delaware all of its rights, title and interest in and to the Intellectual Property, including but not limited to, the trademarks and applications and registrations therefore set forth on Schedule A attached hereto and incorporated by this reference herein ("Assigned Marks"), together with all claims for damages by reason of past infringement of the Intellectual Property with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

2. NextLinx Maryland warrants and represents that NextLinx Maryland is the lawful owner of the Intellectual Property, including but not limited to the Assigned Marks, has the right to sell the Intellectual Property, free and clear of all liens or encumbrances thereof, and will warrant and defend said right against all lawful claims and demands of the parties.

Assignment of Trademarks

3. NextLinx Delaware hereby accepts the foregoing assignment and transfer of the Intellectual Property upon the terms and conditions set forth herein and in the Agreement.

4. NextLinx Maryland has not executed any prior bill of sale, assignment or other conveyance to any other party of all or any portion of the Intellectual Property which is still in effect on the date hereof. At NextLinx Delaware's request, NextLinx Maryland will execute and deliver such further documents and notices, and make such other and further assurances as may be reasonably required to confirm in NextLinx Delaware all of the right, title and interest in the Intellectual Property.

5. All representations, warranties and indemnities contained in the Agreement are incorporated herein by this reference. This Assignment shall be construed together with, and in supplementation of, the Agreement.

6. This Assignment shall inure to the benefit of, and shall be binding upon NextLinx Maryland, NextLinx Delaware, and their respective successors and assigns.

7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement may be executed by facsimile signatures.

Executed effective the date first above stated.

ATTEST:

NEXTLINX HOLDING CORPORATION,  
A Maryland corporation

By: M Babre  
Secretary

By: Piyush Sodha  
Piyush Sodha, President

ATTEST:

NEXTLINX CORPORATION,  
A Delaware corporation

By: M Babre  
Secretary

By: Piyush Sodha  
Piyush Sodha, President

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**SCHEDULE A**  
**Description of Assigned Marks**

(See attached)

Assignment of Trademarks  
- 3 -

## EXPOSOF, INC.

Trademark Report by Mark

Printed: 11/11/99

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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**ACCELERATING INTERNATIONAL TRADE**

UNITED STATES	71628/91493	2/6/99	75/637,131			PENDING	042
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042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

**AES**

UNITED STATES	71628/87615	2/3/98	75/428,279			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT, USED FOR AUTOMATING IMPORT AND EXPORT PROCESSES AND FOR FACILITATING COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO IMPORT AND EXPORT ACTIVITIES  
 042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT

**CUSTOMERLIX**

UNITED STATES	71628/91496	2/9/99	75/639,843			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.  
 042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

**DESIGNLIX**

UNITED STATES	71626/91516	2/19/99	75/645,576			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.  
 042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

**EXPORTLIX**

UNITED STATES	71626/91492A	2/3/99	75/639,841			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.  
 042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT

**EXPORTLIX.COM**

UNITED STATES	71628/91492	2/9/99	75/637,130			PENDING	042
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042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT RENDERED BY MEANS OF A GLOBAL COMPUTER INFORMATION NETWORK.

**EXPOSOF**

UNITED STATES	71626/87615A	2/3/98	75/428,278			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.  
 042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT

**IMPORTLIX**

UNITED STATES	71628/90700C	2/9/99	75/639,844			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.  
 042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT

**LOGISTICSLIX**

UNITED STATES	71626/91495	2/9/99	75/639,842			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.  
 042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT

Trademark Report by Mark

Printed: 11/11/99

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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**MULTI-LINX**

UNITED STATES	71628/91517	2/19/99	78/845,555			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.

042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

**NETLINX**

UNITED STATES	71628/92324					NOT ACTIVE	
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**NEXT GENERATION SOLUTIONS FOR THE SUPPLY CHAIN MANAGEMENT**

UNITED STATES	71628/91404	2/9/99	75/830,840			PENDING	042
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042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

**NEXTLINX**

UNITED STATES	71628/91362	2/9/99	75/837,133			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.

042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

**NEXTLINX & DESIGN**

UNITED STATES	71628/91362A	2/19/99	75/845,554			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.

042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

**VELOCITY**

UNITED STATES	71628/91497	2/9/99	75/837,134			PENDING	009,042
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009 - COMPUTER SOFTWARE FOR INTERNATIONAL LOGISTICS MANAGEMENT FOR COMPLIANCE WITH FEDERAL IMPORT/EXPORT REGULATIONS.

042 - COMPUTER SOFTWARE PROGRAMMING SERVICES FOR INTERNATIONAL LOGISTICS MANAGEMENT.

END OF REPORT

TOTAL ITEMS SELECTED = 15

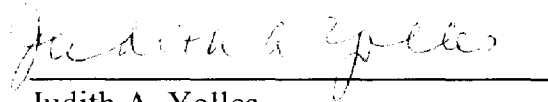


CERTIFICATE OF HAND DELIVERY

Date of Deposit: March 17, 2000

I hereby certify that the foregoing **ASSIGNMENT OF INTELLECTUAL**

**PROPERTY** re: Serial No. 75/637,131 and Others has been deposited via courier service on the date indicated above at the United States Patent and Trademark Office addressed to Comm. of Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231.



Judith A. Yolles  
Trademark Specialist