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



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U.S. Department of Commerce  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Carr Business Machines of Great Neck, Inc., DBA Carr Business Machines</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State New York  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies):</p> <p>Name: Global Imaging Operations, Inc.</p> <p>Internal Address: Suite 200A</p> <p>Street Address: 3820 Northdale Blvd</p> <p>Tampa, FL 33624</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State Delaware  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 28, 2000</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark registration No.(s)</p> <p>1,950,926 PERFORMANCE THAT CAN'T BE COPIES  1,966,488 CARR BUSINESS MACHINES SINCE 1937  CARR 1 (&amp; Design)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Valerie Brennan</u></p> <p>Internal Address: <u>Hogan &amp; Hartson LLP</u></p> <p>Street Address: <u>8300 Greensboro Drive</u>  <u>Suite 1100</u></p> <p>City: <u>McLean</u> State: <u>VA</u> Zip: <u>22102</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. Total fee (37 CFR 3.41): ..... \$ <u>65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>08-2550</u>  (Attach duplicate copy of this page if paying by deposit account)</p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature.  <i>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.</i></p> <p><u>Valerie Brennan</u>                      <u>Valerie Brennan</u>                      <u>3/22/00</u>  Name of Person Signing                      Signature                      Date</p> <p>Total number of pages comprising cover sheet: <span style="border: 1px solid black; padding: 2px;">1</span></p>	

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02 FC:482

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 28th day of January, 2000, by and between GLOBAL IMAGING OPERATIONS, INC., a Delaware corporation ("Assignee"), and the undersigned assignors ("Assignor"). This Assignment is entered into individually with each of the Assignors named on the signature pages hereto. Except for the matters set forth on Annex A and Schedule A attached hereto, this Assignment shall be the same for each of the Assignors named on the signature pages; provided, however, that all references herein to Assignor shall be deemed to refer only to such individual Assignor.

WHEREAS, Assignor has adopted and used certain trademarks, service marks, logos, trade names together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, the "Intellectual Property") in conjunction with certain goods and/or services and has obtained or applied for a registration for certain of such Intellectual Property, as set forth in Schedule A, attached hereto and made a part hereof (the Intellectual Property, including all registrations and applications for registration thereof, collectively, the "Assigned Marks"); and

WHEREAS, Assignee and Assignor are parties to that certain Stock Subscription Agreement of even date herewith, pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for the number of shares of the common stock of the Assignee set forth in Annex A, \$.001 par value, \$100.00 in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, all together with the goodwill of the business in connection with which the Assigned Marks are used, and with any and all renewals and extensions of the registrations for the Assigned Marks that may be secured under the laws now or hereafter in effect in the United States or any other country or countries; together with and all rights to sue and recover for any past or future infringement thereof; for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other

unauthorized use of the Assigned Marks with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at their request and expense (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor): (1) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering any of the Assigned Marks; (2) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Assigned Marks, including testifying as to any facts relating to the Assigned Marks or this Assignment; (3) in obtaining any additional trademark and trade name protection for the Assigned Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country or countries; and (4) in the implementation or perfection of this Assignment.

The United States Commissioner of Patents and his or her counterpart in any foreign country are hereby authorized and requested to issue any Trademark Registrations solely, in accordance with this Assignment, to the Assignee, its successors, assigns and legal representatives, as the assignee of the entire right, title and interest thereto and therein.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned hereby certifies that he is the Vice President of CARR BUSINESS MACHINES OF GREAT NECK, INC. and has been duly authorized by CARR BUSINESS MACHINES OF GREAT NECK, INC. to execute this Assignment on its behalf.

CARR BUSINESS MACHINES OF GREAT NECK, INC.

By: Ray Schilling  
Raymond Schilling  
Vice President, Secretary and  
Treasurer

STATE OF Florida  
COUNTY OF Hillsborough ss.

The foregoing instrument was acknowledged before me this 28th day of January, 2000, by Raymond Schilling, as Vice President, Secretary and Treasurer of Carr Business Machines of Great Neck, Inc., a New York corporation.

Witness my hand and official seal.

My commission expires: 2/26/00



SHELLEY JACOB  
My Comm. Exp. 2/26/00  
Bonded By Service Ins.  
No. CC535289  
 Personally Known ( ) Other

Shelley Jacob  
Notary Public

**SCHEDULE A**

**CARR BUSINESS MACHINES OF GREAT NECK, INC.**

**COMMON LAW TRADE NAME**

Carr Business Machines of Great Neck, Inc.

**COMMON LAW TRADEMARK**

See Attached

**REGISTERED TRADE NAMES**

<b><u>Mark</u></b>	<b><u>State</u></b>	<b><u>Registry No.</u></b>	<b><u>Issue Date</u></b>
Carr Business Machines	New York	B-278437-2 (NY)	10/17/85
Carr Business Systems	New York	C-233607-2 (NY)	04/09/96
Carr Financial Services	New York	C-220884-3	03/20/95
Carr/State Wide	New York	On Application	

**REGISTERED SERVICE MARKS**

<b><u>Mark</u></b>	<b><u>Registry No.</u></b>	<b><u>Issue Date</u></b>
Carr Business Machines (style)	1,950,488 (USPTO)	04/09/96
Performance That Can't Be Copied	1,950,926 (USPTO)	01/23/96