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



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5.24.00

RECORDATION FORM COVER SHEET  
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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  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

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/AK/A/T/A

Composed of

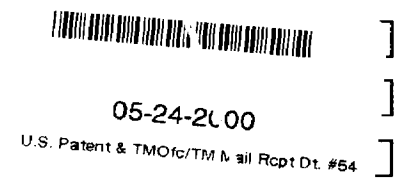
Address (line 1)

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



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TRADEMARK  
REEL: 002079 FRAME: 0836

**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

(212) 207-8787

Name

Robert J. deBrauwere, Esq.

Address (line 1)

Jacobs, deBrauwere & Dehn, LLP

Address (line 2)

445 Park Avenue

Address (line 3)

New York, NY 10022

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

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**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65

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:

#

10-0187

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.

Robert J. deBrauwere

Name of Person Signing

Signature

5/23/2000

Date Signed

**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement ("Agreement") is made this 27th day of November, 1995 by and between Micro Warehouse, Inc., a corporation duly organized under the laws of the State of Delaware ("Buyer"), Nu Data, Inc., a corporation duly organized under the laws of the State of New Jersey ("Seller"), George T. Serbe and Donald F. Burke (together, the "Stockholders").

WHEREAS Seller is the owner of certain assets used in connection with the operation of its business; and

WHEREAS the Stockholders are the controlling shareholders of Seller; and

WHEREAS Buyer desires to purchase the hereinafter described assets of Seller pursuant to the terms and conditions set forth herein; and

WHEREAS Seller desires to sell and transfer such assets to Buyer pursuant to the terms and conditions set forth herein:

NOW, THEREFORE, for and in consideration of the premises and mutual promises and covenants hereinafter contained, it is agreed between Buyer, Seller and the Stockholders as follows:

1. **Sale of Assets**

Subject to the terms and conditions set forth herein, Seller shall sell, assign, convey, transfer and set over to Buyer, and Buyer shall purchase, assume and accept from Seller, free and clear of any and all liens, claims, encumbrances, liabilities, obligations, security interests and debts, full and complete title to the following tangible and intangible properties and assets of Seller, wherever

such release, statement or announcement as it reasonably deems appropriate.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by telecopied signatures with the same effect as original signatures.

11.11 Schedules and Exhibits. All Schedules and Exhibits referenced herein are incorporated herein by reference and shall be initialed by both parties in order to be deemed an integral part of this Agreement. The contents of such Schedules and Exhibits are deemed to be disclosures to Buyer by Seller and the Stockholders. In the event that any Schedule or Exhibit provided for herein is incomplete or has not been prepared by Seller or the Stockholders and attached hereto as of the execution and delivery of this Agreement, it shall be a condition precedent to Closing that such Schedule or Exhibit shall be in form and substance reasonably satisfactory to Buyer.

MICRO WAREHOUSE, INC.

By: [Signature]  
Its Vice President General Counsel

NU DATA, INC.

By: [Signature]  
Its  
[Signature]  
George T. Serbe,  
Individually  
[Signature]  
Donald F. Burke,  
Individually