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Form PTO-1594
1-31-92

RECORDATION FORM COVER S
TRADEMARKS ON



CE

To the Honorable Commissioner of Patents and Trademarks: Please record the

101473760

1. Name of conveying party(ies):
Dynacore Holdings Corporation

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other - _____

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

2. Name and address of receiving party(ies):
Name: Datapoint Finance Limited

Internal Address: c/o Simon Perry

Street Address: Macfarlanes, 10 Norwich Street

City: London EC4A 1BD Country: United Kingdom

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - _____
 Corporation - _____
 Other - a limited company organized under the laws of England and Wales

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: June 30, 2000

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\
Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 27

7. Total fee (37 CFR 3.41): \$ 690.00

Enclosed
 Authorized to be charged to deposit account in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)
(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.

Brian T. Jaenicke Brian T. Jaenicke 9/14/00
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK
REEL: 002150 FRAME: 0567

SCHEDULE A

U.S. TRADEMARKS OF DYNACORE HOLDINGS CORPORATION
(formerly known as Datapoint Corporation)

MARK	REFERENCE	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ARC	DAT 4.6.005/1684	3/23/78	73/163,321	10/26/82	1,213,871	REGISTERED	16
ARC	DAT 4.6.008/1684	3/23/78	73/163,316	10/26/82	1,213,813	REGISTERED	09
ARCNET	DAT 4.6.012/1684	11/23/81	73/338,482	7/12/83	1,245,086	REGISTERED	09
ATTACHED RESOURCE COMPUTER	DAT 4.6.007/1684	3/23/78	73/163,322	6/23/81	1,158,006	REGISTERED	16
ATTACHED RESOURCE COMPUTER	DAT 4.6.028-1684	6/28/74	73/025,611	4/15/75	1,008,888	REGISTERED	37
D	DAT 4.6.011/1684			8/26/75	1,018,968	ABANDONED	09
D	DAT 4.6.016/1684			5/13/75	1,010,358	ABANDONED	09
D	DAT 4.6.027/1684	6/28/74	73/025,612	4/29/75	1,009,618	REGISTERED	42
DATABUS	DAT 4.6.025/1684	6/14/73	72/460/267	12/24/74	1,000,202	REGISTERED	16
DATAPPOINT	DAT 4.2.010/2281	9/2/89	75/790,996			PENDING	09
DATAPPOINT	DAT 4.6.016/1684	6/1/73	75/459,069	7/22/75	1,016,574	ABANDONED	42
DATAPPOINT	DAT 4.6.017/1684	5/29/73	72/458,716	2/26/74	979,462	REGISTERED	16
DATAPPOINT	DAT 4.6.018/1684	5/29/73	72/458,715	11/6/73	972,402	REGISTERED	16
DATAPPOINT	DAT 4.6.019/1684	5/29/73	72/458,714	3/5/74	979,926	REGISTERED	09
DATAPPOINT	DAT 4.6.020/1684	5/29/73	72/458,713	3/5/74	979,742	REGISTERED	16
DATAPPOINT	DAT 4.6.021/1684	6/1/73	72/459,068	3/5/74	980,162	REGISTERED	41
DATAPPOINT	DAT 4.2.022/1684	6/6/73	72/459,465	11/27/73	973,964	REGISTERED	20
DATAPPOINT	DAT 4.2.0023/1684	6/6/73	72/459,464	2/26/74	979,351	REGISTERED	09
DATASHARE	DAT 4.6.002/1681	6/15/73	460,319	8/23/77	1,072,009	ABANDONED	38
DATASHARE	DAT 4.6.003/1684	6/14/73	72/480,176	7/23/74	988,975	ABANDONED	16
DATASHARE	DAT 4.6.004/1684	6/15/73	72/460,319	8/23/77	1,072,009	REGISTERED	16
RMS	DAT 4.6.011/684	2/23/81	73/298,110	1/22/85	1,315,475	REGISTERED	09
RMS	DAT 4.2.004/1012	4/10/98	75/466,316			PENDING	09

MARK	REFERENCE	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
VISTA-MAIL	DAT 4.2.003/1194	4/10/98	75/465,683			PENDING	42
VISTA-VIEW	DAT 4.2.002/279	4/10/98	75/465,685			PENDING	42
VISTAPLAYER	DAT4.2.013/2285	8/13/99	75/775,996			PENDING	09
VISTASERVER	DAT 4.2.012/2284	8/13/99	75/775/998			PENDING	09

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of June 30, 2000 (the "Effective Date") by and between DYNACORE HOLDINGS CORPORATION, a Delaware corporation, formerly known as Datapoint Corporation ("Assignor") and DATAPOINT FINANCE LIMITED, a limited company organized under the laws of England and Wales (the "Assignee").

WHEREAS, the Assignor and an affiliate of the Assignee have entered into a certain Stock Purchase Agreement (the "Purchase Agreement") dated as of April 19, 2000, by and among Datapoint Newco 1 Limited, Dynacore Holdings Corporation, formerly known as Datapoint Corporation, Datapoint International, Inc., Datapoint International Investments, Inc., Inforex International, Inc., Datapoint Holdings, Ltd., Datapoint International Holdings, Inc., and Datapoint Deutschland GmbH;

WHEREAS, the Purchase Agreement provides, among other things that at the Closing Date the Assignor shall have executed and delivered to the Assignee an assignment in form and substance satisfactory to the parties pursuant to which the Assignor and its affiliates shall transfer and assign all of their respective right, title and interest in and to Assignor's Trademarks (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definition of Terms. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Purchase Agreement.

1.2. Trademarks means registered trademarks, service marks and applications for the foregoing as listed in the attached Schedule A, and any and all unregistered trademarks, service marks, trade names, branding, trade dress, logos, designs, slogans, and other indicia of origin, used in connection with conducting business on the Internet or elsewhere.

ARTICLE II

GRANT

2.1. Grant of Assignment. Assignor does hereby assign unto Assignee and its successors and assigns forever, all right, title and interest and claims of Assignor, in, to, relating to and arising under the Trademarks together with the entire goodwill of the business in connection with which the Trademarks are used and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past and present infringement of rights assigned under this Agreement, the same to be held and enjoyed by the Assignee and its successors and assigns, to their own use to the end of any term, if applicable, of the Trademarks fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. Assignor agrees to execute any additional documents required, and otherwise cooperate in the prosecution, defense and enforcement of the rights granted in this assignment, at the expense of the Assignee.

2.2. Terms. This Agreement is subject to the terms and provisions of the Purchase Agreement, and in the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2.3. Governing Law. The validity and construction of this Agreement shall be governed by the internal laws (and not the choice-of-law rules) of the State of New York.

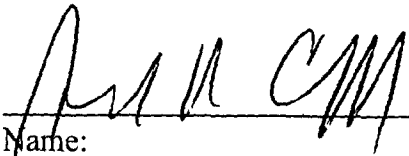
ARTICLE III

REPRESENTATIONS

3.1. No Assignment. Neither Assignor nor any of its affiliates has transferred or assigned to any other party any of the Trademarks nor has Assignor or any of its affiliates taken any action which would materially lessen the value or materially impair the validity of any of the Trademarks.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as
of this 30th day of June, 2000.

DYNACORE HOLDINGS CORPORATION

By: 
Name:
Title:

DATAPPOINT FINANCE LIMITED


By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this 30th day of June, 2000.

DYNACORE HOLDINGS CORPORATION
(f/k/a Datapoint Corporation)

By: _____
Name:
Title:

DATAPPOINT FINANCE LIMITED

By: 
Name: David Black
Title: Director