

10-6-00

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10-23-2000



To the Honorable Commissioner of Patents

101494345

original documents or copy thereof.

1. Name of conveying party(ies): **TSR Wireless LLC**

- Individual(s)
- General Partnership
- Corporation-State
- Other **Delaware limited liability company**
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

- Yes
- No

3. Nature of conveyance:

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

Execution Date: 9-22-00

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

Name: **Centerpost Corporation**

Internal Address: \_\_\_\_\_

Street Address: **205 West Wacker Drive, Suite 820**

City: **Chicago** State: **Illinois** ZIP: **60606**

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

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)

B. Trademark registration No.(s) **1,840,169**

Additional numbers attached?  Yes  No

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

Name: **Mayer, Brown & Platt, Attn: Laura A. Smith**

Internal Address: \_\_\_\_\_

Street Address: **190 South LaSalle Street**

City: **Chicago** State: **IL** ZIP: **60603-3441**

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**

(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.*

**Laura A. Smith**

Name of Person Signing

Signature

Date

10-5-00

**(00650192 - LAS)**

Total number of pages comprising cover sheet: 1

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 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.

(FORMS)EJC/B)

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 22nd day of September, 2000 by TSR Wireless LLC. ("Assignor").

WHEREAS, Assignor has entered into a Trademark Purchase Agreement, dated the 22nd day of September, 2000 (the "Agreement") by and between Assignor and Centerpost Corporation ("Assignee"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the trademark SMARTMESSAGING, Reg. No. 1,840,169 (hereinafter "Trademark"); and

WHEREAS, Assignor is willing in connection with certain transactions being consummated on the date hereof to assign to Assignee all of Assignor's right, title and interest in and to Assignor's rights in the Trademark and the goodwill of the business associated with the same; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademark together with the goodwill of the business associated with said Trademark and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

Assignor further agrees without further consideration to cause to be performed such other lawful acts and to execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark in the countries in which such Trademark is currently registered and all other rights hereby conveyed.

**TSR WIRELESS LLC**

**By: TSR WIRELESS HOLDINGS LLC,  
its Managing Member**

By: 

\_\_\_\_\_  
Mitch Sacks, President and CEO

Date: \_\_\_\_\_

*9/22/2000*

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RECORDED: 10/06/2000

TRADEMARK  
REEL: 002159 FRAME: 0346