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10-27-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101497660

**RECORDATION FORM COVER SHEET
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10-4-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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.)

FOR OFFICE USE ONLY

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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: 002162 FRAME: 0909

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="75896438"/>	<input type="text" value="75896433"/>	<input type="text"/>
<input type="text" value="75896437"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75896439"/>	<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"/>	<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.

C. Scott Gladden,

Attorney for Receiving Party

Name of Person Signing

Signature

October 3, 2000

Date Signed

SERVICEMARK ASSIGNMENT

THIS SERVICEMARK ASSIGNMENT (this "Assignment") is made as of the 14th day of July, 2000 by and among Fredrick Heine, a/k/a Frederick Heine, an individual with his principal place of residence in the State of New York ("Assignor"), and RTI Laser Print Services, Inc., a New York corporation (the "Company"), and RTI Laser Print Services Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignee is purchasing substantially all of the assets comprising the business of the Company, as detailed in a separate Asset Purchase Agreement dated July 14, 2000 among Assignee, Assignor, the Company and F.Y.I. Incorporated; and

WHEREAS, Assignor and the Company represent that they have developed and own certain rights in and to servicemarks used in relation to the business of the Company, including but not limited to, rights to the servicemarks shown on Exhibit "A" attached hereto (the "Servicemark Rights"); and

WHEREAS, Assignee wishes to acquire all of Assignor's and the Company's right, title and interest in and to said Servicemark Rights, including but not limited to, the common law rights and goodwill associated therewith;

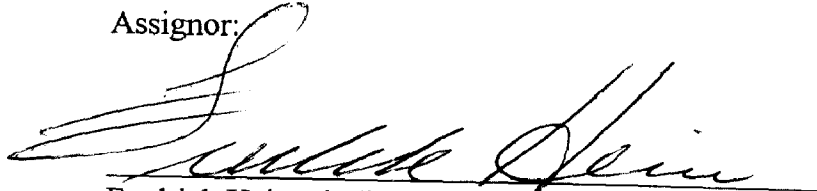
NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor, the Company and Assignee do hereby agree as follows:

Assignor and the Company do hereby sell, assign, transfer, deliver and relinquish to Assignee, its successors and assigns, the whole right, title, and interest in and to said Servicemark Rights, together with any other common law rights associated therewith, the goodwill symbolized by said Servicemark Rights and the business carried on in association with the Servicemark Rights, as well as the right to recover damages and profits for past infringement of the Servicemark Rights, the same to be held and enjoyed by the Assignee, its successors and assigns as fully and effectually as they would have been held and enjoyed by the Assignor and/or the Company had this Assignment not been made. Said assignment specifically includes all right, title and interest in and to the marks shown on Exhibit "A".

This assignment shall be binding upon Assignor's and the Company's successors and/or assigns and shall inure to the benefit of the successors and/or assigns, as the case may be, of Assignee.

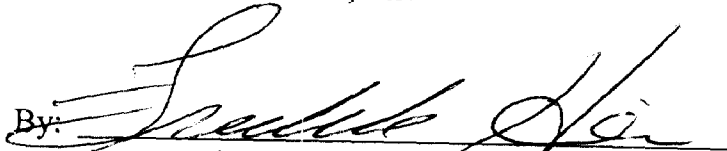
Signed this 14th day of July, 2000.

Assignor:


Fredrick Heine, individually

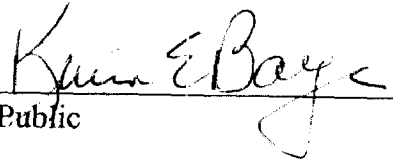
The Company:

RTI Laser Print Services, Inc.

By: 
Fredrick Heine, President

SUBSCRIBED AND SWORN to before me, the undersigned authority, by Fredrick Heine, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me to be acting in the positions and capacities indicated on the 13th day of July, 2000.

KEVIN E. BALFE
Notary Public, State of New York
No. 4804466
Qualified in Nassau County
Commission Expires February 28, ~~19~~
2001


Notary Public

My Commission expires: _____

Accepted by:

RTI Laser Print Services Acquisition Corp.

By: _____
Name: _____
Title: _____

Signed this 12 day of July, 2000.

Assignor:

Fredrick Heine, individually

The Company:

RTI Laser Print Services, Inc.

By: _____
Fredrick Heine, President

SUBSCRIBED AND SWORN to before me, the undersigned authority, by Fredrick Heine, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me to be acting in the positions and capacities indicated on the ____ day of July, 2000.

Notary Public

My Commission expires: _____

Accepted by:

RTI Laser Print Services Acquisition Corp.

By: _____
Name: Joe A. Rose
Title: Chief Executive Officer

EXHIBIT "A"

- 1) Servicemark: "RTI Laser Print Services, Inc."
Application filed: January 13, 2000
Serial No. 75/896438
Owner: Frederick Heine
- 2) Servicemark: "Elements 3000 Proprietary Production Tracking System & Design"
Application filed: January 13, 2000
Serial No. 75/896437
Owner: Frederick Heine
- 3) Servicemark: "Creating Innovative Solutions in Business Communications"
Application filed: January 13, 2000
Serial No. 75/896439
Owner: Frederick Heine
- 4) Servicemark: "Innovation • Knowledge • Experience • Technology THE TOOLS
OF RTI"
Application filed: January 2000
Serial No. 75/896433
Owner: Frederick Heine