

12-06-2000

HEET

Docket No.:

LY

21755.005



101541542

Tab settings

To the Honorable Commissioner of,

the attached original documents or copy thereof.

1. Name of conveying party(ies):

First Union Commercial Corporation

MK
11-15-00

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- Other

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

3. Nature of conveyance:

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

Execution Date: July 18, 2000

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

Name: Sciencetech, Inc.

Internal Address:

Street Address: 440 West Broadway

City: Idaho Falls State: ID ZIP: 83402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Idaho
- 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 numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,330,717 1,333,009 1,432,752

Additional numbers attached? Yes No

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

Name: Karl S. Sawyer, Jr.

Internal Address: Kennedy Covington Lobdell &

Hickman, LLP

4200 Bank of America Corporate Center

Street Address: 100 N. Tryon St.

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41):.....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

11-15-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #01

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.

Karl S. Sawyer, Jr.

Name of Person Signing

Karl Sawyer
Signature

November 15, 2000

Date

Total number of pages including cover sheet, attachments, and document: 6

Continuation of Recordation Form Cover Sheet
Docket No. 21755.005

Conveying Party:
First Union Commercial Corporation

Receiving Party:
Sciencetech, Inc.

Additional Trademark Registration Nos.

1,714,034
1,157,905
1,681,067
1,717,590
1,431,766
1,754,142
1,811,702
1,681,388

0197478 01
LIB:

TRADEMARK
REEL: 002191 FRAME: 0079

QUITCLAIM / ASSIGNMENT

WHEREAS, First Union Commercial Corporation, a corporation organized under the laws of North Carolina, having a principal place of business at 1970 Chain Bridge Road, McLean, Virginia 22101 (“Assignor”), as Lender party to the Amended and Restated Revolving Line of Credit Loan Agreement, Term Loan Agreement and Security Agreement, dated as of March 26, 1999, by and among the Assignee, certain of its subsidiaries and the Assignor, took a collateral security interest in the marks and Designs listed on schedule 1 attached hereto, (the “Marks”), as reflected in the collateral assignment recorded November 30, 1999, by the U.S. Patent & Trademark Office at reel/frame 1998/0543 (the “Collateral Assignment”);

WHEREAS, Scientech, Inc., a corporation of the State of Idaho, having a principal place of business at 440 West Broadway, Idaho Falls, Idaho, 83402 (“Assignee”) provided the aforesaid collateral security interest to Assignor; and

WHEREAS the parties desire to render null and void the transfer of any right, title and interest in and to the Marks effected solely by the Collateral Assignment;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, for One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby deem null and void the Collateral Assignment, and to the extent any right, title, and interest does or may be found to reside in Assignor solely as a result of said Collateral Assignment, Assignor does hereby assign and quitclaim unto Assignee such right, title, and interest in and to the Marks, including all common law rights therein, the right to sue and recover for any past or continuing infringement or dilution of the Marks, and the goodwill of the business symbolized by the Marks.

[Signature Pages Follow]

1816377.02
LIB:

TRADEMARK
REEL: 002191 FRAME: 0080

Sciencetech, Inc.

By: _____

Scott R. Robuck

Name:

Scott R. Robuck

Title:

Chief Financial Officer

State of Idaho

County of Bonneville

Before me appeared Scott R. Robuck, the person who signed this instrument, who acknowledged that he/~~she~~ signed it as a free act on his/~~her~~ own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

This 18 day of July, 2000.

Glenda M. Landon

Notary Public
Glenda M. Landon

My Commission Expires: 7-30-2005



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TRADEMARK
REEL: 002191 FRAME: 0081

First Union Commercial Corporation, as Lender

By: Chris Hetterly

Name: CHRIS HETTERLY

Title: DIRECTOR

State of Virginia

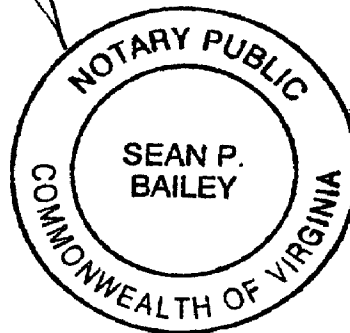
County of Fairfax

Before me appeared CHRIS HETTERLY, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

This 24TH day of JULY, 2000.

Sean P. Bailey
Notary Public

My Commission Expires: Sept. 30, 2003



My Comm. Exps.
Sept. 30, 2003

1816377.02
LIB:

Schedule 1

MARK	REGISTRATION NO.
BETH	1,330,717
BETH (Stylized)	1,333,009
NU*DACS	1,432,752
NUSTAFF	1,714,034
PEPSE	1,157,905
PMAX	1,681,067
PRONET	1,717,590
R*TIME	1,431,766
RAPID	1,754,142
RCM WORKSTATION	1,811,702
SCIENTECH, Inc.	1,681,388

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LIB: