

FORM PTO-1594 (Modified)
(Rev. 5-93)
OMB No. 0851-0011 (exp. 4/94)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Walkisoft Finland Oy

- Individual(s)
- General Partnership
- Corporation-State Finland
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 1, 1999

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

Name: BKI Holding Corporation

Internal Address: _____

Street Address: 900 Market Street

City: Wilmington State: DE ZIP: 19801

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,693,947

Additional numbers

Yes No

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

Name: Grady M. Garrison, Esq.

Internal Address: Butler, Snow, O'Mara, Stevens &

Cannada, PLLC

Street Address: 5100 Poplar Avenue

Suite 2100

City: Memphis State: TN ZIP: 38137

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:

50-0858

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.

Grady M. Garrison

Name of Person Signing

Grady M. Garrison

Signature

3/30/01

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

ASSIGNMENT OF TRADEMARKS

WHEREAS, Walkisoft Finland Oy, a Finnish corporation, having an address of Lempääläntie - 20 FIN-37601 Valkeakoski, Finland (hereinafter "Assignor"), or its predecessors and interest have adopted and used, and Assignor is currently using, certain trademarks which have been registered, or for which applications for registration have been filed throughout the world, including, but not limited to those listed on Schedule "A" attached hereto, for use in connection with the goods indicated in said registrations or applications therefor (collectively, the "Marks");

WHEREAS, BKI Holding Corporation, a Delaware corporation, having an address of 900 Market Street, Wilmington, Delaware 19801, ("Assignee") is desirous of acquiring all right, title and interest in and to said Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated October 1, 1999 to which Assignor and Assignee are Parties, Assignor has agreed to transfer to Assignee certain assets relating to its business, including all right, title and interest in and to said Marks.

NOW, THEREFORE, good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to said Marks, including all registrations and applications therefor listed on Schedule "A" attached hereto, together with the goodwill of the business symbolized by the respective Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, together with the right to recover damages for any past acts of infringement of said Marks.

2. Assignor and Assignee hereby consent to and request recordation of this Assignment and further authorize and request that all official documents and communications relating to said Marks issue and deliver to Assignee, its attorneys, agents, successors or assigns.

3. Assignor further agrees that it shall, upon request by Assignee, take such actions and execute such further documents or instruments as may be reasonably necessary or desirable to effectuate or record this Assignment, including, but not limited to, country specific or translated documents or instruments.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the 1st day of October, 1999.

BKI HOLDING CORPORATION

By: Frank B. Jacobs
Title: President

WALKISOFT FINLAND OY

By: John P. ...
Title: Power of Attorney

Schedule "A"
Trademarks

Walkisoft Finland Oy

Mark	Country	Serial No. File Date	Reg. No. Reg. Date	Class
WALKISOFT	Benelux	674731 05-23-85	410238 05-23-85	16
AIRSPUN	Canada	833,139 01-09-97		16, 24
WALKISOFT	Canada	660,488 06-20-90	394752 02-28-92	5, 16, 25
AIRSPUN	China	960122693 11-05-96	1146439 01-28-98	16
AIRSPUN	China	960122694 11-05-96	1136312 12-21-97	24
WALKISOFT	China	960091292 08-08-96	1134289 12-14-97	16
WALKISOFT	Denmark	463/85	VR 1986 00675	16, 25
AIRSPUN	EU	366203 09-24-96		16, 24
WALKISOFT	EU	222984 04-01-86	222984 05-13-98	10, 16, 24
WALKISOFT	Finland	R199804311 01-11-85	96966 11-05-86	5, 16, 25
WALKISOFT	France	746410 06-06-85	1311762 06-06-85	16
WALKISOFT	Germany	Y722/16 Wz 03-21-85	1086899 03-22-85	16
WALKISOFT	Great Britain	1234020	A1234020 01-24-85	16
WALKISOFT	Great Britain	A1455405 02-06-91	A1455406 02-06-91	25
WALKISOFT	Great Britain	1234021	B1234021 01-22-85	25
AIRSPUN	Hong Kong	12798/96 10-11-96	03267 04-07-98	16
AIRSPUN	Hong Kong	12799/96 10-11-96		24
WALKISOFT	Hong Kong	5532/89 07-11-89	1210/91 04-19-91	16
AIRSPUN	Indonesia	D 97 518 01-13-97	411969 03-16-98	16
AIRSPUN	Indonesia	D 97 517 01-13-97	403493 11-06-97	24
WALKISOFT	Indonesia	D 96 11017 05-30-1996	384865 09-02-97	16
WALKISOFT	Indonesia	D 96 11016 05-30-1996	384863 09-02-97	24
WALKISOFT	Indonesia	D 96 11018 05-30-96	384873 05-30-96	10

Mark	Country	Serial No. File Date	Reg. No. Reg. Date	Class
WALKISOFT	Italy	M195C-002424 05-31-85	496192 05-31-85	16
AIRSPUN	Japan	8-115690 10-15-96	4231621 01-22-99	16
AIRSPUN	Japan	8-115691 10-15-96	4124978 03-13-98	24
WALKISOFT	Japan	1(1989)-85043 07-25-89	2399693 04-23-92	25 (JP)
AIRSPUN	Korea	97-18628 04-24-97	438779 01-21-99	21
AIRSPUN	Korea	97-18629 04-24-97	408082 07-06-98	24
WALKISOFT	Korea	96-22782 05-31-96	402922 05-29-98	10 (KR 11)
WALKISOFT	Korea	98-4118 05-31-96	438778 01-21-99	14
WALKISOFT	Korea	96-22783 05-31-96	438693 12-31-98	16 (KR 26)
WALKISOFT	Korea	96-22784 05-31-1996		24 (KR lk 49)
WALKISOFT	Korea	98-4119 05-31-96	442426 02-23-99	21
AIRSPUN	Malaysia	97/00577 01-16-97		16
AIRSPUN	Malaysia	97/00576 01-16-97		24
WALKISOFT	Malaysia	96/06559 06-18-96		10
WALKISOFT	Malaysia	96/06560 06-18-96		16
WALKISOFT	Malaysia	96/06558 06-18-96		24
AIRSPUN	Norway	97.0322 01-13-97	188.007 01-15-98	16, 24
WALKISOFT	Norway	850256	123269	16
AIRSPUN	Singapore	656/97 01-21-97		16
AIRSPUN	Singapore	655/97 01-21-97		24
WALKISOFT	Singapore	4327/89 07-10-1989	A 4327/89 07-10-1989	16
WALKISOFT	Sweden	85-0540 01-22-85	196834 06-20-85	16
AIRSPUN	Switzerland	00115/1997 01-09-97	455286 11-17-98	16, 24
WALKISOFT	Switzerland	3216	341609	16, 25
AIRSPUN	Taiwan	(85)52827 10-17-96		16
AIRSPUN	Taiwan	8552829 10-17-96	797888 03-01-98	24

Mark	Country	Serial No. File Date	Reg. No. Reg. Date	Class
WALKISOFT	Taiwan	(78)35938 08-03-89	503906 12-01-90	37 (TW)
WALKISOFT	Taiwan	(78)33257 07-17-89	483203 05-01-90	48 (TW)
AIRSPUN	Thailand	322999 11-25-96		16
AIRSPUN	Thailand	323000 11-25-96	TM75872 08-13-98	24
WALKISOFT	Thailand	192607 08-11-89	134942 08-11-89	39 (TH)
AIRSPUN	United States	75/235992 02-04-97		16, 24
WALKISOFT	United States	74/095501 09-10-90	1693947 06-16-92	5, 16, 25