

FORM PTO-1618A

OMB 0651-0027

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date: _____
- Merger
- Change of Name
- Other: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Digital Documentation Systems, Inc.

02/09/2001

Formerly: _____

- Individual General Partnership Limited Partnership Corporation Association
- Other: _____

Citizenship / State of Incorporation / Organization: Texas

Receiving Party

Mark if additional names of conveying parties attached

Name: Marshall & Swift, L.P.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 911 Wilshire Blvd., 16th Floor

Address (line 2): _____

Address (line 3): Los Angeles

California

90017-3409

City

State / Country

Zip Code

- Individual General Partnership Limited Partnership If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
- Corporation Association
- Other: _____

Citizenship / State of Incorporation / Organization: California

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

TRADEMARK

REEL: 002239 FRAME: 0302

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK**Correspondent Name and Address** *(for the first Receiving Party Only)*Name: James WalshAddress (line 1): ARNOLD & PORTERAddress (line 2): 555 Twelfth Street, N.W.Address (line 3): Washington, D.C. 20004-1202

Address (line 4): _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments:

5**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)**2176169
2176170
2176171**Number of Properties**

Enter the total number of properties involved:

3**Fee Amount**

Fee Amount for Properties Listed (37 C.F.R. 3.41)

\$90.00

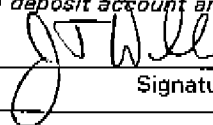
Method of Payment

Enclosed

Deposit Account

Deposit Account Number: 01-2510Authorization 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.*James T. Walsh, Esq.

Name of Person Signing



Signature

April 30, 2001

Date Signed

EXECUTION COPY

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of this 9th day of February, 2001 by and between **Digital Documentation Systems, Inc.**, a Texas corporation ("Assignor"), and **Marshall & Swift, L.P.**, a California limited partnership ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to trademarks, trademark registrations, trademark applications, and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof (the "Property");

WHEREAS, Assignor wishes to acquire and Assignee wishes to assign, the entire right, title and interest in and to the Property and the business and goodwill of the business in connection with which the aforesaid Property has been used; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement dated as of January 9, 2001, (the "Purchase Agreement") by and between the Assignor and Assignee and certain other parties, and for good and valuable consideration, the receipt of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Property, together with the business and goodwill of the business in connection with which the aforesaid Property had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Property with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to register trademarks, to register the Property in the name of Assignee or its designees.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the

preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Property; (2) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Property, including, but not limited to, testifying as to any facts relating to the Property assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (4) in the implementation or perfection of this Agreement.

Assignor further agrees that it will communicate to Assignee and its legal representatives any facts known to Assignor respecting the Property which might affect the validity of any portion of the Property or Assignee's ownership of the Property.

3. Miscellaneous. This Agreement represents the entire agreement and understanding between the parties and may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

DIGITAL DOCUMENTATION SYSTEMS, INC.

TRADEMARK ASSIGNMENT AGREEMENT

Signature Page

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first above written.

DIGITAL DOCUMENTATION SYSTEMS, INC.

By: [Signature]
Title: CEO

STATE OF Texas

February 7, 2001

COUNTY OF Dallas

Then personally appeared the above-named Floyd E Myers, CEO of **DIGITAL DOCUMENTATION SYSTEMS, INC.**, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

[Signature]
Notary Public

My Commission Expires 11-08-02



DIGITAL DOCUMENTATION SYSTEMS, INC.
TRADEMARK ASSIGNMENT AGREEMENT

Signature Page

IN WITNESS WHEREOF, Assignee has caused this instrument to be executed effective as of the date first above written.

MARSHALL & SWIFT, L.P.
Assignee

By: Marshall & Swift, G.P., LLC, its
general partner

By: Robert E. Dowdell
Robert E. Dowdell, its Chief
Executive Officer

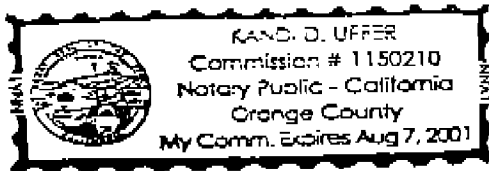
STATE OF CALIFORNIA
COUNTY OF ORANGE

February 8, 2001

Then personally appeared the above-named ROBERT E. DOWDELL, CEO of
MARSHALL & SWIFT, L.P., and acknowledged the foregoing instrument to be the free act
and deed of said corporation, before me, KANDI D. UFFER - NOTARY PUBLIC;

Kandi D. Uffer
Notary Public

My Commission Expires AUG 07, 2001



SCHEDULE A

1. DDS: Property Adjuster Trademark filed November 26, 1996, Registration Number 2176169, Serial Number 75-204379, registered July 28, 1998.
2. DDS: Solutions Trademark filed November 26, 1996, Registration Number 2176170, Serial Number 75-204380, registered July 28, 1998.
3. Digital Documentation Systems Trademark filed November 26, 1996, Registration Number 2176171, Serial Number 75-304381, registered July 28, 1998.