



To the Director of the U.S. Patent and Trademark Office

101621047

Original documents or copy thereof.

1. Name of conveying party(ies):

LASON SYSTEMS, INC.

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

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

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

Name: LASON SYSTEMS PMC, INC.

Address: 1305 Stephenson Highway

City: Troy State: Michigan Zip: 48083

- 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

3. Nature of conveyance:

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

Execution Date: February 1, 2000

4. Application number(s) or patent number(s)

A. Trademark Application No(s). 75/501,912

B. Trademark Registration No(s). FEB 16 2001 2,190,411; 2,190,412

Additional numbers attached? Yes No

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

Name: Barry J. Coyne, Esquire

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6)): \$ 70.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number: 18-0582

(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 and correct copy of the original document.

Barry J. Coyne Name of Person Signing

Signature

February 14, 2001 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Director of the U.S. Patent and Trademark Office, Box Assignments Washington, D.C. 20231

02/26/2001 AAHMED: 00000149 180582 75501912 01 FC:481 40.00 CH 02 FC:482 50.00 CH

CONTRIBUTION AND ASSIGNMENT

THIS CONTRIBUTION AND ASSIGNMENT (this "Assignment"), dated and effective on February 1, 2000, is made and entered into by LASON SYSTEMS, INC., a Delaware corporation ("Assignor"), to and for the benefit of LASON SYSTEMS PMC, INC., a Delaware corporation ("Assignee").

WHEREAS, to centralize management and administration of certain intellectual property currently held by Assignor, and to enable Assignor to more accurately assess the performance and value of its various operations apart from the value added by such intellectual property; to hold, manage, protect, defend and enhance the value of such intellectual property; to create an asset management company in the United States in order to analyze the performance of such valuable intellectual property; to isolate ownership of such intellectual property into a separate legal entity to provide efficiencies within the Assignor's current organizational structure; and to allow the future licensing of such intellectual property;

WHEREAS, for such good and valid business purposes, including those listed above, Assignor determined it would be in its best interests to transfer certain intellectual property of Assignor to a new wholly-owned subsidiary;

WHEREAS, Assignor incorporated Assignee on December 17, 1999, as a wholly-owned subsidiary for good and valid business purposes, including those listed above; and

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bound hereby, Assignor does hereby absolutely and unconditionally assign, transfer, set over and deliver to Assignee all of Assignor's rights, titles and interests in and to the following (collectively, the "Assigned Properties"):

All trademarks, service marks and trade names listed on Exhibit A attached hereto and made a part hereto, and all goodwill associated with such trademarks, service marks and trade names; provided, however, that any such item shall not be assigned to the extent that such assignment would violate its terms and/or require consent by another party if such consent was not timely obtained by Assignor or is prohibited by law, except that if such consent or approval is obtained within 180 days hereof such item shall be assigned as provided herein on the date such consent or approval is obtained;

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever.

AND Assignor further agrees with Assignee as follows:

1. The person executing this Assignment has the authority to execute and deliver this Assignment. This Assignment constitutes the legal, valid and binding obligation of

Assignor, enforceable in accordance with its terms. Assignor is the true and lawful owner of each of the Assigned Properties and will warrant and defend the title of said Assigned Properties against the lawful claims and demands of every kind or type of all persons whomsoever.

2. If, after the date of transfer of the Assigned Properties, Assignee reasonably determines that items of property or other rights necessarily related or ancillary to the Assigned Properties were not transferred to Assignee, then, upon the request of Assignee, Assignor shall cooperate with Assignee and use commercially reasonable efforts to assign to Assignee such items of property or other rights.

3. The provisions of this Assignment are intended to be severable. If any provision of this Assignment shall be held invalid or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any other provision of this Assignment.

4. This Assignment shall be governed by the laws of the State of Michigan, without regard to conflict of laws rules.

5. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by Assignee from Assignor under or by virtue of any other conveyance.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

LASON SYSTEMS, INC.,
a Delaware corporation

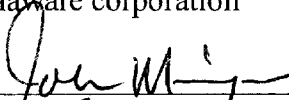
By: 
Name: John Messinger
Title: President

EXHIBIT A: ASSIGNED PROPERTIES

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
LASON and Design	75/233083	29-Jan-97	2190411	22-Sep-98	Registered
LASON	75/233084	29-Jan-97	2190412	22-Sep-98	Registered
LASON VISIONS DESIGN					Unfiled
LASON and Design	75/501912	12-Jun-98			Pending