



TRADEMARKS ONLY

101688739

4-17-01

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

1. Name of conveying party(ies):
 PNV Inc.

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

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

2. Name and address of receiving party(ies):
 Name:
 TTI Holdings, Inc.

Street Address:
 11711 NW 39th Street
 Coral Springs, FL 33065

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Change of Name Other
 Security Agreement

Execution Date: February 14, 2001

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

A. Trademark Application No(s).

~~75/826,321~~ 75/806,278
 75/887,218 75/916,704
 75/344,569 75/344,568
 75/806,298

B. Trademark Registration No(s).

2,339,788 2,240,772
 1,948,428 2,362,667

Additional numbers attached? Yes No

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

Andrew S. Neely
 LUEDEKA, NEELY & GRAHAM, P.C.
 P. O. Box 1871
 Knoxville, TN 37901

6. Total number of applications and registrations involved:
 11

7. Total fee (37 CFR 3.41).....\$ 440.00
 Enclosed
 Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12-2355

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.

Andrew S. Neely
 Name of Person Signing

Signature

4/9/01
 Date

Total number of pages including cover sheet: [5]

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Assignment, Office of Public Records, U.S. Patent and Trademark Office, Crystal Gateway 4, Room 335, Washington, D.C. 20231

on 4/9/01
 Date

Andrew S. Neely 28,979

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, dated February 14, 2001 by and between PNV Inc., a Delaware corporation ("Assignor") and TTI HOLDINGS INC., a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of January 10, 2001 (as amended, the "Purchase Agreement");

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor's interest in any trademark, service mark or trade name to the extent that such mark or trade name is used in connection with or is associated with the business represented by the assets transferred under the Purchase Agreement ("Marks");

WHEREAS, Assignor did not agree to transfer and does not hereby transfer to Assignee any assets associated with a division of its business commonly referred to as "pnv.com," which includes Internet services to the long haul trucking industry associated with or provided through the web site and internet portal located at the uniform resource locator ("URL") www.pnv.com and all business activities relating to the operation, maintenance, servicing, advertising, or developing of that web site ("Excluded Business,") and Assignor did not agree to transfer and does not hereby transfer to Assignee any trademarks, service marks or trade names, or any goodwill therein, to the extent associated with or used in connection with the Excluded Business;

WHEREAS, Assignor is the owner of United States Registrations and Applications ("Registrations and Applications") listed below, which are not within the Excluded Business because of the goods and services recited in the application:

<u>Mark</u>	<u>U. S. Serial No.</u>	<u>U. S. Reg. No.</u>	<u>Registration Date</u>
CAB2CAB	75/826,321		
DRIVER CONNECT	75/887,218		
FLEET CONNECT	75/916,704		
PARK 'N VIEW	75/464,718	2,339,788	April 11, 2000
PARK 'N VIEW	74/582,579	1,948,428	January 16, 1986
PNV	75/806,298		
PNV	75/806,278		
PNV.NET	75/699,568	(possibly abandoned but possibly revivable)	
PNV USA	75/344,569		
PNV USA	75/344,568		
WHERE SMART DRIVERS			
STAY CONNECTED		2,240,772	April 10, 1999
YOUR CAB. YOUR CABLE. YOUR CALL.		2,362,667	June 27, 2000

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

ASSIGNOR, hereby assigns to **ASSIGNEE** all of its right, title, and interest in and to the Registrations and Applications, and trademarks solely to the extent associated with goods and services identified therein, including the goodwill of that portion of Assignor's business described in the Registrations and Applications symbolized by the marks reflected therein and any and all rights of action for infringement related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, **FOREVER**, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment in accordance with the terms of the Purchase Agreement.

Sent by: SCUDDER LAW FIRM

4024354333;

03/20/01 3:13PM; JetFax #101; Page 9/10

03/20/01 16:00 FAX 954 523 281

BERGER SINGERMAN

011/012

02/17/01 17:37 FAX 919 420 1300

KILPATRICK STOCK

005

Feb 24 01 03:16P Robert May

BERGER SINGERMAN LLP

P.01

IN WITNESS WHEREOF, this Assignment and Assumption of Trademark has been executed on the date and year first above written.

ASSIGNOR:

PNV INC.

By: [Signature]
Name: [Signature]
Title: [Signature]

ASSIGNEE:

TII HOLDINGS INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.


ASSIGNOR:

PNV INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

TTI HOLDINGS INC.

By: 
Name: VIREL MAYNARD
Title: PRESIDENT