



**Domestic Representative Name and Address**

Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 205-521-8369

Name Nathan W. Johnson

Address (line 1) Bradley Arant Rose & White LLP

Address (line 2) 2001 Park Place

Address (line 3) Suite 1400

Address (line 4) Birmingham, AL 35203-2736

**Pages**

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

# 2

**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)

75679723 (for PNV CONNECT)  
(Frame being corrected lists 75697723  
in typographical error)

**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ None- Correction

Method of Payment:

Enclosed ( X )

Deposit Account ( )

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-0954

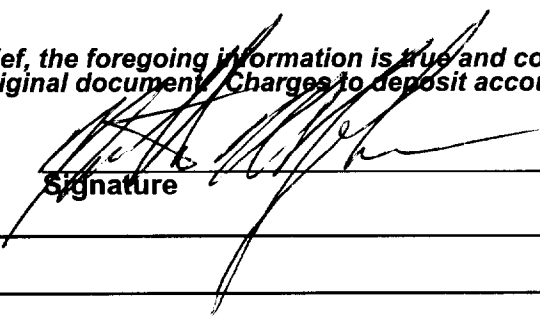
Authorization to charge additional fees: Yes ( X )

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.

Nathan W. Johnson  
Name of Person Signing

  
Signature

7/26/01  
Date



**Domestic Representative Name and Address**

Enter for the first Receiving Party only

Name  
Address (line 1)  
Address (line 2)  
Address (line 3)  
Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 205-521-8369

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**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. # 3

**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)

75697723

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved. # 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40

Method of Payment: Enclosed ( X ) Deposit Account ( )

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-0954

Authorization to charge additional fees: Yes ( X ) 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.

Nathan W. Johnson  
Name of Person Signing

  
Signature

April 2, 2001  
Date

**ASSIGNMENT AND ASSUMPTION OF TRADEMARKS**

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, dated March 19, 2001 by and between PNV Inc., a Delaware corporation, debtor and debtor-in-possession ("Assignor") and RANDALL PUBLISHING COMPANY, INC., an Alabama corporation ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of February 13, 2001 (the "Purchase Agreement"), in which Assignor 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**, Under the terms of the Purchase Agreement, Assignor agreed to transfer to Assignee all 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 or related web sites (the "Business");

**WHEREAS**, Assignor is the owner of United States Registrations and Applications ("Registrations and Applications") listed below as they relate to the business described in the applications and to the Business, which are not within the Excluded Business because of the goods and services recited in the application, along with the goodwill of the business symbolized thereby:

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>U. S. Reg. No.</u>	<u>Registration Date</u>
PNV CONNECT	75/697,723		

**WHEREAS**, Assignor is a debtor and debtor-in-possession in proceedings pending under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court");

**WHEREAS**, pursuant to Orders entered by the Bankruptcy Court on February 12, 2001 and March 7, 2001, the Bankruptcy Court has authorized and approved the Purchase Agreement and the transactions contemplated therein and in this Assignment and Assumption of Trademarks, and has authorized and directed the Assignor to make the assignment set forth herein;

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 the trademarks identified therein solely to the extent associated with the goods and services identified therein or as otherwise used in connection with the Business, along with the goodwill of the Business, and 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.

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

ASSIGNOR:

PNV INC.

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

ASSIGNEE:

RANDALL PUBLISHING COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 the trademarks identified therein solely to the extent associated with the goods and services identified therein or as otherwise used in connection with the Business, along with the goodwill of the Business, and 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.

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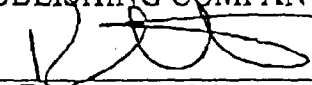
ASSIGNOR:

PNV INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

RANDALL PUBLISHING COMPANY, INC.

By:   
Name: RANDY SCHWARTZBURG  
Title: PUBLISHER / G.M.