

61901

06-27-2001



101762150

JUN 19 1998

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
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

06/26/2001 TDIAZ1 00000109 1378502

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1378502"/>	<input type="text" value="1378503"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

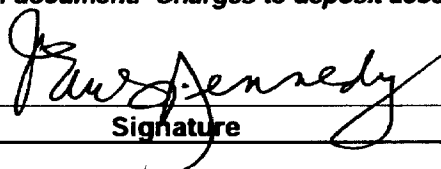
Yes

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.

Name of Person Signing



Signature

Date Signed

## ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT ("Agreement") made effective, *nunc pro tunc*, the 1<sup>st</sup> day of January, 1998, by and between ENHANCED COMMUNICATIONS, INC., a New Jersey corporation ("ECI"), and INTERNATIONAL HOLDING COMPANY, INC., a Pennsylvania corporation, doing business as Raymond Karsan Associates ("RKA").

### BACKGROUND

ECI was the owner of all right, title and interest in and to the trademarks and tradenames listed in Exhibit "A" attached hereto ("Trademarks") and the copyrights listed in Exhibit "B" hereto ("Copyrights").

ECI entered into an Asset Purchase Agreement with RKA dated May 1, 1998, wherein ECI sold and conveyed to RKA all of its assets, including its Trademarks and Copyrights.

The parties are desirous of entering into this Agreement to confirm the assignment of all right, title and interest in and to the Trademarks and Copyrights from ECI to RKA.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

#### Assignment.

ECI does hereby *nunc pro tunc*, January 1, 1998, sell, assign, transfer and set over to RKA, and RKA accepts the assignment of, all right, title and interest in and to the Copyrights and the Trademarks, together with the the goodwill associated therewith.

ECI does hereby *nunc pro tunc*, January 1, 1998, sell, assign, transfer and set over to RKA, and RKA accepts the assignment of, all claims for damages for past infringement of any or all of the Trademarks and Copyrights as well as the right to sue for and collect the same for its own use and enjoyment.

ECI authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks and title thereto as the property of RKA, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

ECI authorizes the Registrar of the Copyright Office of the United States to record the Copyrights and title thereto as the property of RKA, its successors,

legal representatives and assigns in accordance with the terms of this Agreement.

Miscellaneous Provisions.


Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

Notice. Any notice hereunder, if mailed, shall be deemed given and received 48 hours after mailing, and if sent by professional express service, notice shall be deemed given and received at the time of actual delivery. Notices shall be sent to such address as the parties shall designate in writing from time to time.

Additional Documentation. The parties hereto agree to execute and deliver any and all documents, and to take any and all action necessary to effect this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, *nunc pro tunc*, January 1, 1998.

ENHANCED COMMUNICATIONS, INC.

By:   
Greg Gunther, President

Date: 6-1-99

INTERNATIONAL HOLDING COMPANY, INC. doing business as RAYMOND KARSAN ASSOCIATES

By: Donald F Volk

Date: 5/28/99

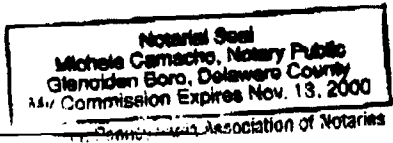
STATE OF Pennsylvania

COUNTY OF Chester : ss

BEFORE ME, the undersigned authority, on this day personally appeared Donald F. Volk the person who signed this Assignment Agreement, who acknowledged that he/she signed it as his/her free and voluntary act on behalf of Enhanced Communications, Inc. with authority to do so, for the use, purpose and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL this 25<sup>th</sup> day of May, 1999

Michele Camacho  
Notary Public



expires: \_\_\_\_\_

My \_\_\_\_\_ Commission

STATE OF New Jersey :  
COUNTY OF Union : ss

BEFORE ME, the undersigned authority, on this day personally appeared Greg Gunther the person who signed this Assignment Agreement, who acknowledged that he/she signed it as his/her free and voluntary act on behalf of International Holding Company, Inc. with authority to do so, for the use, purpose and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL this 1st day of June, 1999

Roberta L. Krupa  
Notary Public

ROBERTA L. KRUPA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 19, 2002

expires: \_\_\_\_\_

My \_\_\_\_\_ Commission

H:\HOME\CPD\RAYMOND\KARSAN\ASSIGNMENT\AGR.WPD

**EXHIBIT "A"****REGISTERED TRADEMARKS**

<b>TRADEMARK</b>	<b>REGISTRATION</b>	<b>NUMBER</b>	<b>DATE</b>
BANKING IS BUSINESS	2,160,467	05/26/98	
BANKING IS BUSINESS	1,652,055	07/23/91	
BANKERS ARE BUYERS	1,548,273	07/18/89	
BANCASE	1,548,096	07/18/89	
EC*	1,379,657	01/21/86	
ENHANCED COMMUNICATIONS, INC.	1,378,502	01/14/86	
EC ENHANCED COMMUNICATIONS, INC.	1,378,503	01/14/86	

\* cancelled for failure to file under Section 8

**EXHIBIT "B"**

**REGISTERED COPYRIGHTS**

COPYRIGHT	REGISTRATION	NUMBER	DATE
AVERAGE BANCORP PROFILE	TX 2-448-983	11/21/88	
BANKERS ARE BUYERS	TX 2-462-022	11/21/88	
BANCASE SIMULATION (VERSION 2.0)	TX 2-457-534	11/21/88	
BANKING IS BUSINESS	TX 2-921-058	06/28/90	