

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.

6

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)

75806296
75806275
75699569
75679722
75701071

75806276
75699567
75701072
75701073

Number of Properties

Enter the total number of properties involved.

9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140

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

May 10, 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").

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 (including the domain names listed in Exhibit A hereto, to the extent such domain names have been used as trademarks or service marks in connection with the Business, as defined below) (collectively, the "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," as further defined below);

WHEREAS, Assignor is the owner of those portions of the United States Registrations and Applications ("Registrations and Applications") listed below that relate to the Business, 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	75/806,292		
PNV	75/806,296		
PNV	75/806,276		
PNV	75/806,275		
PNV.NET	75/699,567	(abandoned but possibly revivable)	
PNV.NET	75/699,569		
PNV.NET	75/701,072	(abandoned but possibly revivable)	
PNV CONNECT	75/679,722		
PNV.NET	75/701,073	(abandoned)	
PNV.NET	75/701,071	(abandoned)	

Assignor makes no representation or warranty with respect to the applications for marks identified above as having been abandoned, including, without limitation, any representation or warranty as to the validity thereof.

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:

1. **ASSIGNOR** hereby assigns to **ASSIGNEE** all of its right, title, and interest in and to the Marks and those portions of the Registrations and Applications which relate to the Marks ("Assigned Trademarks"), including all Business (as further defined below) associated with the Assigned Trademarks, together with the goodwill of the Business symbolized by the Assigned Trademarks, and any and all rights of action for infringement thereof, but Assignor does not assign any trademark, service mark or trade name, or any goodwill therein, to the extent that such mark or trade name is used in connection with the Excluded Business, as defined below.

For purposes of this Agreement, the term "Business" shall mean all business and activities of Assignor and its representatives, contract labor, and agents regarding or related to any aspects, features, content, capabilities or services (other than ISP Services and the domain names of www.pnv.net and www.parknview.net) offered on or through any website or domain that:

(a) is associated with or is accessible at the URLs www.pnv.com and www.parknview.com, including without limitation any site or domain associated with or accessible at any URL that begins with such address, regardless of extension, or that automatically redirects to any such URL;

(b) is operated by or on behalf of Assignor in any manner that may be seen as seamlessly integrated with any such website or domain; or

(c) may appear to the average viewer to be a part of such websites or domains (collectively, the "Website").

Without limiting the generality of the foregoing sentence, the Business also includes particularly, but is not limited to, all business and activities relating to the operation, maintenance, servicing, advertising, or developing of:

(i) the Website and electronic mail subscriber services associated therewith (regardless of e-mail address);

(ii) website and electronic mail subscriber, visitor, and customer information collection, manipulation, and use;

(iii) online advertising; online content creation, publication, dissemination, and aggregation; mail and electronic messaging

(iv) interactive tools including but not limited to web-accessible banking and financial tools, weight, mileage and hours logging tools, reporting tools, load matching tools, bulletin boards, route planning tools, and shopping tools;

(v) online content, including but not limited to directories, help files, tips files, databases of all sorts, news reporting, and classifieds;

(vi) downloadable electronic publications, namely, magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;

(vii) providing on-line magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;

(viii) dissemination of advertising for others via an on-line electronic communications network;

(ix) providing information regarding the trucking industry and related information of interest to truck drivers via a global computer information network; and

(x) aggregation and coordination of any or all of the foregoing.

For purposes of this Agreement, the term "Excluded Business" shall mean all of the business and activities of Assignor and its representatives, contract labor, and agents not set forth in the definition of Business, above. Without limiting the foregoing, Excluded Business shall include the following:

(a) Cable or wireless transmission to or from a user inside of a cab of a truck of internet service provider functions("ISP Services");

(b) ISP Services from a kiosk located in a truck stop or a trucking terminal using the pnv.net domain name or any other domain name determined by Assignee (other than pnv.com or parknview.com);

(c) Telephone services including pre-paid, coin, and coinless telephone services;

(d) Cable TV and entertainment services; and

(e) Advertising, creation, publication, dissemination, and aggregation of a print-based magazine.

2. Assignee hereby appoints Assignor as its representative and agent with the limited authority to act before the Patent and Trademark Office to divide any applications relating to both the Assigned Trademarks and the Excluded Business.

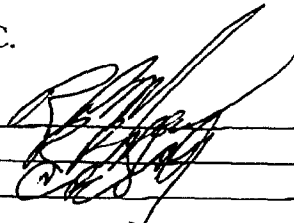
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, **FOREVER**, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

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: 
Name: _____
Title: _____

ASSIGNEE:

RANDALL PUBLISHING COMPANY, 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:

RANDALL PUBLISHING COMPANY, INC.


By: 
Name: Romy SCHWARZENBURG
Title: PUBLISHER / G.M.

EXHIBIT A

PNV.COM
PARKVIEW.COM
LOADPOST.COM
LOADPOSTING.COM
LOADPOST.NET
PNVFREEWAY.COM
PNVNET.COM
REALLOADS.COM
PNVONLINE.COM
PNVONLINE.NET
PNVOL.COM
PNVOL.NET
PNVRECRUITMENTSOLUTIONS.COM