

07-19-2001



7.12.01

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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  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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

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.)

Citizenship/State of Incorporation/Organization

07/18/2001 BYRNE 0000112 78021678  
01 FC:461 40.00 OP  
02 FC:488 25.00 OP

FOR OFFICE USE ONLY

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" value="78/021,678"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,828,642"/>	<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"/>	<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.

Steven D. Thomas  
Name of Person Signing

Steven D. Thomas  
Signature

July 10, 2001  
Date Signed

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (the "Bill of Sale") is made and entered into as of June 28, 2001, by and among PROJECT CLICK, INC., a Delaware corporation ("PCI"), and THE POTOMAC GROUP, INC., a Tennessee corporation, MULTI-MEDIA DATA SYSTEMS, INC., a Delaware corporation, APOLLO ENTERPRISES, INC., a Delaware corporation and PROCLAIM, INC., a Tennessee corporation (individually a "Seller", and collectively "Sellers").

STATEMENT OF PURPOSE

PCI and Sellers have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement") pursuant to which PCI has acquired certain assets (the "Assets") of Sellers, all as is more specifically set forth in the Asset Purchase Agreement. This Bill of Sale is being executed by the parties to confirm the conveyance of the Assets to PCI.

## AGREEMENT

The parties hereto agree as follows:

1. Definitions.

All terms not specifically defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

2. Transfer of Assets.

FOR VALUE RECEIVED, each Seller does hereby confirm its sale, transfer, conveyance and assignment to PCI, pursuant to the Asset Purchase Agreement, of the assets listed on Schedule 1 to the Asset Purchase Agreement.

3. Further Assurance.

Each Seller hereby agrees that, from time to time after the delivery of this Bill of Sale, it will, at the request of PCI and without further consideration, promptly take such further action and execute and deliver such additional assignments, bills of sale, consents or similar instruments as PCI may reasonably deem necessary to complete the transfer of the title or possession of Assets to, or vest them in, PCI.

4. Miscellaneous.

(a) Entire Agreement. This Bill of Sale, together with the Asset Purchase Agreement, contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein, and all prior contemporaneous

written or oral agreements with respect to the subject matter hereof are superseded hereby, In the event of any inconsistency between the terms of this Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

(b) Amendment. No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by each of the parties hereto by their duly authorized officers.


(c) Benefits and Binding Effect. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This agreement shall not confer any rights or benefits upon any person or entity other than the parties hereto and their respective successors and assigns.

(d) Governing Law. This Bill of Sale shall be construed, interpreted, enforced and governed by and under the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, PCI and Sellers have caused this Bill of Sale and Assignment to be duly executed as of the day and year first above written.

PROJECT CLICK, INC., a Delaware corporation

By:   
Name: Andrew L. Stidd  
Title: President

SELLERS:

THE POTOMAC GROUP, INC., Tennessee corporation

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

MULTI-MEDIA DATA SYSTEMS, INC., Delaware corporation

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

APOLLO ENTERPRISES, INC., Delaware corporation

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

PROCLAIM, INC., Tennessee corporation

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

BILL OF SALE AND ASSIGNMENT

TRADEMARK  
REEL: 002331 FRAME: 0354

IN WITNESS WHEREOF, PCI and Sellers have caused this Bill of Sale and Assignment to be duly executed as of the day and year first above written.

PROJECT CLICK, INC., a Delaware corporation

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

SELLERS:

THE POTOMAC GROUP, INC., Tennessee corporation

By: R R Horton  
Name: R. ROBERT HORTON  
Title: SECRETARY

MULTI-MEDIA DATA SYSTEMS, INC., Delaware corporation

By: R R Horton  
Name: R. ROBERT HORTON  
Title: SECRETARY

APOLLO ENTERPRISES, INC., Delaware corporation

By: R R Horton  
Name: R. ROBERT HORTON  
Title: SECRETARY

PROCLAIM, INC., Tennessee corporation

By: R R Horton  
Name: R. ROBERT HORTON  
Title: SECRETARY

# SCHEDULE 1

## Assets

### Part A. Equipment

(1) The Potomac Group, Inc.

Equipment Description	Asset #	Equipment Description	Asset #
110V Emergency Receptacles	17	Keyboards	343
Cisco 3640 4 Slot Modular Router W/AC Power	19	Dell Dimension 4100 series	345
<del>Cisco 3640 4 Slot Modular Router W/AC Power</del>	<del>33</del>	Samsung 5100P facsimile-Bart Hale	349
Cisco 3640 4 Slot Modular Router W/AC Power	57	<del>3 Dell Latitudes C600</del>	<del>353</del>
6 Cisco 1 Port Serial WAN Cards	85	Dell Microsoft office upgrade	355
3 1-Port 10BT, 2 WIC Slot Modules	111	Super stack switch	363
3 Cisco 3640-32MB DRAM (2X16MB DRAM)	116	2 4xp power supply	364
3COM Super Stack 3 Baseline	117	2 Proxima LS2	365
3COM Superstack 3 Baseline	126	Dell Dimension L866r Pentium III	366
UPS Generator	127	2 Dell Dimension 4100 series	368
Dell PowerEdge 1400 SC	130	400 terminals and printers	369
Dell PowerEdge 1400SC	135	Dell laptop - Latitude LS H500ST	373
Dell Dimension 8100 Series	136	128 MB 20G	
Dell Dimension 8100 Series	140	2 Dell Powervault 21XS 12-Drive enclosed base system	380
Dell Dimension 8100 Series	145	2 Dell Poweredge 2450 base, 866MHz Processor	382
Dell Dimension 8100 Series	155	Dell Powervault 120T, DLT1, 40/80GB, back-up	385
Cable Assy Unit to Unit Tranz 3xx	168	Rack for Dell Poweredge Base	388
Dell Dimension 4100 Series	174	Dell server-933MHz PIII Dell	389
Dell Dimension 4100 Series	182	Prec220 Minitowe	
Dell Int 2x DVD	199	Dell laptop - Latitude LS H500ST	390
Dell Int 2X DVD	225	128 MB 20GIG	
Dell GX150 Gray Small Desktop	226	Gateway laptop-Solo 3350	404
Dell GX150 Gray Small Desktop	235	450 Tranz 380 Terminals - purchased 2/8/00	406
Dell GX150 Gray Small Desktop	240	Dell Dimension 4100 series	409
Dell Dimension 8100 Series	246	Gateway laptop-sales	410
Dell Dimension 8100 Series	265	Fax machine-Hemphill	411
Dell Dimension 8100 Series	278	Dell Dimension 4100 series	415
Digi Datafire Ras 24 Pri Adapter	296	Backup server	416
50 Computer Cables	297	TSU IQ+ Frame Relay Aware	417
Power supply for exchange server	298	Dell Power Edges 1400, 800MHz	418
Ver: 526 Tranz380 terminals and printers	307	Dell P991 Trinitron Monitor	444
Dell Dimension 4100 series	312	Dell Latitude CPx H500GT	446
		Cables, transmitters, and	447

## Part B. Intangible Assets

(1) All intangible assets of the Lessees, including without limitation (x) the Intellectual Property of the Lessees listed in Section (2) below, (y) the Computer Software listed in Section (3) below, and (z) all other computer software, goodwill, trade names, brand names, service marks, logos, trade secrets, know how, licenses, insurance policies and other similar items, and any other intangible or intellectual property of the Lessees used or usable in conducting the business of the Lessees.

### (2) Intellectual Property

#### (a) Marks, Domain Names, Trade Names

<u>Marks</u>	<u>Owner</u>	<u>File Number</u>
MediFAX NetDirect	MediFAX-EDI, Inc.	76/099002 (pending)
MediCLAIM	The Potomac Group, Inc.	78/021678 (pending)
MediFAX	The Potomac Group, Inc.	1828642
RxComp	Apollo Enterprises, Inc.	(not applied for)
RxBuy	Apollo Enterprises, Inc.	(not applied for)
RxAssist	Apollo Enterprises, Inc.	(not applied for)
RxManage	Apollo Enterprises, Inc.	(not applied for)
RxPrep	Apollo Enterprises, Inc.	(not applied for)
RxBill	Apollo Enterprises, Inc.	(not applied for)
RxRecon	Apollo Enterprises, Inc.	(not applied for)
RxRemit	Apollo Enterprises, Inc.	(not applied for)
RxDmed	Apollo Enterprises, Inc.	(not applied for)
RxTape	Apollo Enterprises, Inc.	(not applied for)
RxUnique	Apollo Enterprises, Inc.	(not applied for)
<u>Domain Names</u>	<u>Owner</u>	
medifax.com	The Potomac Group, Inc.	
apollorx.com	Apollo Enterprises, Inc.	
apolloer.com	Apollo Enterprises, Inc.	
proclaimAMS.com	ProClaim, Inc.	
progressinc.com	Progressive Holdings	



July 10, 2001

**Steven D. Thomas**  
Attorney at Law

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**Via Certified Mail**  
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**Moore & Van Allen PLLC**

Suite 800  
2200 West Main Street  
Durham, NC 27705-4658

Commissioner of Patents and Trademarks  
**BOX ASSIGNMENTS**  
Washington, D.C. 20231

**Re: Recordation of Bill of Sale and Assignment of Trademarks.**

Dear Sir/Madam:

Please find enclosed the following documents for recording with the Patent and Trademark Office.

1. Recordation Form Cover Sheet - Trademarks;
2. Bill of Sale and Assignment of Trademarks, executed June 28, 2001, between The Potomac Group, Inc. and Project Click, Inc.;
3. Check No. 32451 in the amount of Sixty-Five Dollars (\$65.00);
4. Postcard acknowledgment of filed Bill of Sale and Assignment of Trademarks documents.

Sincerely yours,

Moore & Van Allen PLLC



Steven D. Thomas

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, DC 20231.

Ben Bruner

(Typed or printed name of person signing the certificate)



(Signature of the person signing the certificate)

7/10/01

(Date of Signature)