

10-10-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Viastar Services, LP **10-101**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
 Name: TransCore, LP
 Internal Address: _____
 Address: _____
 Street Address: 8158 Adams Drive, Liberty Centre Building 200
 City: Hummelstown State: PA Zip: 17038
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership Delaware
 Corporation-State
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: 9/10/01

4. Application number(s) or registration number(s):
75/924,717; 75/303,734;
 A. Trademark Application No.(s) 75/924,082;
75/558,837; 76/248,513; 75/924,716;
75/924,715; 75/303,728; 75/303,733;
76/030,623; 75/320,787 Additional number(s) attached Yes No
 B. Trademark Registration No.(s)
2,381,834; 2,251,870

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael J. Smith, Esquire
 Internal Address: _____
Blank Rome Comisky & McCauley LLP
 Street Address: One Logan Square
 City: Philadelphia State: PA Zip: 19103

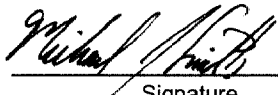
6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2555
 (Attach duplicate copy of this page if paying by deposit account)

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.

Michael J. Smith, Esquire  10/1/2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/09/2001 6TON11 00000177 022555 75924717

1 FC:461 40.00 CH
2 FC:462 300.00 CH

TRADEMARK REEL: 002379 FRAME: 0933

THIS DEED OF ASSIGNMENT is dated 10 September 2001 and

BETWEEN:

- (1) **Viastar Services, LP**, a Texas limited partnership, with an address at 2 Woodview Tower, 1349 Empire Central, Dallas, Texas 75247, UNITED STATES OF AMERICA, (the "Assignor"), and
- (2) **TransCore, LP**, a Delaware limited partnership, with an address at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, Pennsylvania 17036, UNITED STATES OF AMERICA (the "Assignee").


WHEREAS:


- (1) The Assignor is either the registered proprietor or entitled to be registered as the proprietor or the applicant of the trademarks short particulars of which are set out in the Schedule (the "Trademarks"); and
- (2) Assignee is desirous of acquiring the Trademarks,

NOW IT IS HEREBY AGREED as follows:


- 1 In consideration of the payment by the Assignee to the Assignor of 10.00 U.S. Dollars, receipt of which the Assignor acknowledges, the Assignor hereby assigns to the Assignee, with full title guarantee, its entire legal and beneficial interest in the Trademarks together with the goodwill associated therewith and the right to sue for past infringement TO HOLD unto the Assignee absolutely.
- 2 The Assignor shall at the Assignee's cost and expense execute all such documents and render all such assistance as the Assignee may reasonably request from time to time for the purpose of perfecting the Assignee's title to the Trademarks including without limitation making applications to register the Assignee as the proprietor of the Trademarks.
- 3 This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and the parties irrevocably agree that the courts of the State of Delaware are to have exclusive jurisdiction to any disputes that arise out of or in connection with this Agreement.

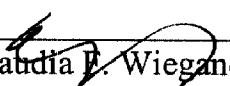
IN WITNESS WHEREOF this Deed of Assignment has been executed as a deed on the day and year first above written.

SIGNED by Claudia F. Wiegand)
for and on behalf of)
TRANSCORE COMMERCIAL SERVICES, INC.)
the general partner of Viastar Services, LP)
In the presence of: )



Claudia F. Wiegand
Vice President, Secretary and
Treasurer

SIGNED by Claudia F. Wiegand)
for and on behalf of)
TLP HOLDINGS, LLC,)
the general partner of TransCore, LP)
In the presence of: )



Claudia F. Wiegand
Executive Vice President

Schedule 1

**TRADEMARKS OWNED BY
VIASTAR SERVICES, LP**

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>
FR8.COM	U.S.	Pending	75/924,717
Miscellaneous Design	U.S.	Pending	75/303,734
STARLINK DIRECT	U.S.	Pending	75/924,082
STARPAY	U.S.	Pending	75/558,837
STARPAY	U.S.	Pending	76/248,513
STARTAX	U.S.	Pending	75/924,716
VFREIGHT	U.S.	Pending	75/924,715
VIASTAR	U.S.	Pending	75/303,728
VIASTAR and Design	U.S.	Pending	75/303,733
VIASTAR GOLD	U.S.	Pending	76/030,623
VIASTAR SERVICES CORPORATION	U.S.	Pending	75/320,787
<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Registration Number</u>
VIACHECK	U.S.	Registered	2,381,834
VIASTAR DIRECT	U.S.	Registered	2,251,870

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