

12-31-2001

EET

Docket No.:



LY

097229/0004

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Andrew Morton
Robert Crocitto

10-27-01

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies):

Name: iTracs Corporation

Internal Address: _____

Street Address: 1501 W. Fountainhead Parkway

City: Tempe State: AZ ZIP: 85282

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

78/000,133

B. Trademark Registration No.(s)

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kiersten Skog

Internal Address: _____

Stroock & Stroock & Lavan

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 20.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

~~19-4706~~ 19-4709

10/23/2001 6TON11 00000085 194709 78000133
01 FC:481 40.00 CH

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.

KIERSTEN M. Skog
Name of Person Signing

[Signature]
Signature

10/19/01
Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

ASSIGNMENT OF TRADEMARK

WHEREAS, Andrew Morton, an individual, residing at 695 Katherine Drive, Reno, Nevada 89502; and Robert Crocitto, an individual, residing at 5233 N Elk River, Reno, Nevada 89511 (hereinafter referred to as "ASSIGNORS"), are the owners of U.S. Application Serial No. 78/000,133 for the mark IT-TRAC for computer software designed to store utility information, in Class 9 (hereinafter referred to as the "TRADEMARK"); and

WHEREAS iTracs Corporation, an Illinois corporation, located and doing business at 1501 W. Fountainhead Parkway, Tempe, Arizona 85282 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interest of ASSIGNORS in, to and under the TRADEMARK, together with the goodwill of the business associated with the TRADEMARK;

NOW THEREFORE, in consideration of good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the sufficiency and receipt of which is hereby acknowledged, ASSIGNORS hereby transfer and assign to ASSIGNEE the entire right, title and interest of ASSIGNORS in and to the TRADEMARK together with the goodwill of the business associated with the TRADEMARK and the United States application therefore;

ASSIGNORS acknowledge that upon execution of this Assignment, ASSIGNORS shall no longer have any rights or goodwill in or associated with the TRADEMARK; and

ASSIGNORS further authorize the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to

record the TRADEMARK and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

ASSIGNORS do also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives;

ASSIGNORS further agree to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARK herein assigned;

ASSIGNORS also agree to cooperate with ASSIGNEE in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the TRADEMARK; and

ASSIGNORS also represent and warrant that they have the unqualified right and power to enter into this Agreement and perform its terms; that they are the owners of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, of the Application Serial No. 78/000,133 for the TRADEMARK; that the TRADEMARK is valid, enforceable, subsisting and in good standing; that the TRADEMARK has not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction; nor has any holding, decision or judgment been rendered by any governmental authority which would limit, cancel or question the validity, registrability or enforceability of any of the TRADEMARK; and ASSIGNORS have not granted any release, covenant not to sue, or non-assurance to any third party with respect to any of the TRADEMARK.

