

TRADEMARKS ONLY

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

1. Name of conveying party(ies): 11-901  
**OLD NTI, INC. (f/k/a NxTrend Technology, Inc.)**

2. Name and address of receiving party(ies)  
Name: NXTREND TECHNOLOGY, INC.

12-11-2001

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other



101912186

Address: 555 Tech Center Drive, Suite 300

Colorado Springs State: CO Zip: 80919

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Delaware
- Other

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

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other
  - Merger
  - Change of Name

Execution Date: September 21, 2001

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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See EXHIBIT A of Assignment

B. Trademark Application No.(s)

1648047

Additional number(s) attached  Yes  No

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

Name: Marie M. Nuguid, Senior Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: Goodwin Procter LLP  
Exchange Place, 53 State Street

City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: ..... 8

7. Total fee (37 CFR 3.41) ..... \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-1700

(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.

Marie M. Nuguid, Senior Legal Asst

Marie M. Nuguid

November 8, 2001

Name of Person signing

Signature

Date

Total number of pages include cover sheet, attachments, and document: 5 pages

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

12/11/2001 LIMEILLER 00000045 1648047  
48.00  
175.00

01 FC:441  
02 FC:482

## EXHIBIT A

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Trend®	1,648,047	June 18, 1991
SHIMS®	1,386,623	March 18, 1986
NxTrend Technology, Inc.®	2,169,350	June 30, 1998
NxT NxTrend Technology, Inc.® (& Design) (Application For Amendment Filed 2/14/200)	2,160,574	May 26, 1998
NxT® (design) (application for amendment filed February 14, 2000 -pending)	2,167,343	June 23, 1998
Strategic Exchange™ (pending)	75/912758	February 8, 2000
SX™ (pending)	75/912763	February 8, 2000
<u>Distribution@Work</u>	2,337,063	April 4, 2000

On September 21, 2001, Old NTI changed its name from NxTrend Technology, Inc. to Old NTI, Inc.

Old NTI owns common law rights in the following trademarks: TWL™; WDS-II™, BizLinx™.

Old NTI owns the following domain name: [www.nxtrend.com](http://www.nxtrend.com).

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made this 21<sup>st</sup> day of September, 2001 by and between Old NTI, INC., a Delaware corporation formerly known as "NxTrend Technology, Inc." ("Assignor"), in favor of NxTrend Technology, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

**WHEREAS**, Assignor is the owner of the registered and unregistered trademarks and service marks and applications therefor, trade names, trade name rights, and other similar rights set forth on Exhibit A attached hereto (the "Marks"); and

**NOW, THEREFORE**, in consideration of one dollar and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, pursuant to this Trademark Assignment, does hereby sell, convey, transfer, assign, and deliver unto Assignee, its legal successors and permitted assigns, its entire right, title, and interest in and to the Marks, throughout the world, and any extensions or renewals thereof, together with the goodwill of the business symbolized by the Marks, and agrees that Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, conveyance, transfer, assignment, and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively sell, convey, transfer, assign, and deliver to Assignee and to confirm Assignee's title to the Marks, and to assist Assignee in exercising all rights with respect thereto.

[Execution page follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

OLD NTI, INC.

By: Michael Cornell  
Name: Michael Cornell  
Title: Chief Executive Officer

STATE OF COLORADO

COUNTY OF EL PASO

On this 21st day of September, 2001 before me appeared the above-named Michael Cornell, the Chief Executive Officer of Old NTI, Inc., a Delaware corporation, who, being duly sworn, did depose and say that he is the Chief Executive Officer of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Doris Silva*

\_\_\_\_\_  
Notary Public

My commission expires: 6-2-07

