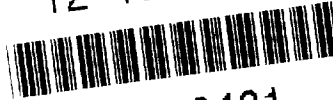


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



101918481

To the Honorable Commissioner of Pate

attached original documents or copy thereof.

1. Name of conveying party(ies):

AEROTEK, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 1, 2001

2. Name and address of receiving party(ies)

Name: OPTION ONE, INC.

Internal Address:

Street Address: 7301 Parkway Drive

City: Hanover State: MD Zip: 21076

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maryland 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

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

A. Trademark Application No.(s)

76/081,873

B. Trademark Registration No.(s)

2,252,531 2,501,782 2,475,664

Additional number(s) attached Yes No

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

Name: Sherry H. Flax

Internal Address: Saul Ewing LLP

Street Address: 100 S. Charles Street

15th Floor

City: Baltimore State: MD Zip: 21201

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Sherry H. Flax

Name of Person Signing

Signature

12/11/01

Date

4

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

12/17/2001 6TON11 00000004 76081873

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

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40.00 DP 75.00 DP

TRADEMARK REEL: 002408 FRAME: 0377

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made this 1st day of July, 2001, by and between AEROTEK, INC., a Maryland corporation ("Assignor"), and OPTION ONE, INC., a Maryland corporation ("Assignee").

WHEREAS, Assignor owns all of the issued and outstanding capital stock of Assignee;

WHEREAS, Assignor has determined to contribute to the capital of Assignee certain assets used by Assignor in its Option One division, including, without limitation, all of the Assignor's right, title and interest in and to the assets and contracts set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Assets"), and Assignee has agreed to assume the Assets. Assignee has also agreed to assume certain liabilities of Assignor set forth on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "Liabilities").

NOW, THEREFORE, in consideration of the mutual promises contained here and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned parties, intending to be legally bound, agree as follows:


1. As of 12:01 a.m. on July 1, 2001 (the "Effective Date"), Assignor assigns, conveys and transfers to Assignee all of Assignor's right, title, interest, benefit, obligations, and liabilities under, in and to the Assets and the Liabilities.
2. As of the Effective Date, Assignee assumes all of Assignor's rights, title, interest, benefit, obligations, and liabilities under, in and to the Assets and Liabilities.
3. Assignor shall indemnify and hold harmless Assignee from and against all expenses, liabilities, claims, demands, debts, dues, proceedings, actions, and causes of action, including reasonable attorneys' fees, in connection with any act, matter or thing which occurred under or in connection with the Assets and/or the Liabilities prior to the Effective Date.
4. Assignee shall indemnify and hold harmless Assignor from and against all expenses, liabilities, claims, demands, debts, dues, proceedings, actions, and causes of action, including reasonable attorneys' fees, in connection with any act, matter or thing which occurred under or in connection with the Assets and/or the Liabilities from and after the Effective Date.
5. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, whose courts shall have the jurisdiction and venue to enforce the terms hereof. This Agreement may not be modified except by a writing executed by all the parties hereto. This Agreement shall be binding upon and shall inure

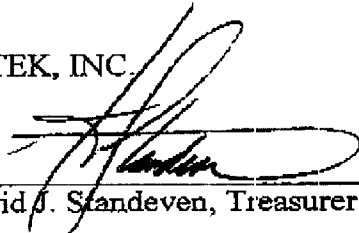
to the benefit of the parties hereto and upon their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written.

ATTEST:


AEROTEK, INC.


Randall D. Sones, Secretary

By: 
David J. Standeven, Treasurer

ATTEST:

OPTION ONE, INC.


Randall D. Sones, Secretary

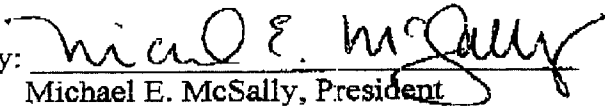
By: 
Michael E. McSally, President

EXHIBIT A

The assets set forth on the attached Schedule 1 and the following leases, agreements and contracts, to the extent that such leases, agreements and contracts relate to the Option One division of Assignor, are being assigned to and assumed by Assignee pursuant to this Agreement (such leases, agreements and contracts being referred to as the "Contracts"):

1. All leases and leasehold interests relating to real property utilized solely by the Option One division of Assignor, including all improvements, fixtures and all other appurtenances thereto and rights in respect thereto; and
2. All services agreements and any other agreements, contracts or understandings entered into between the Option One division of Assignor and its customers and vendors;
3. All employment agreements, non-compete agreements, confidentiality agreements and any other similar agreements between employees, consultants, agents or other parties and the Option One division of Assignor;
4. All rights under insurance policies and contracts with respect to the business and operations of the Option One division of Assignor; and
5. Any other contracts, agreements or understandings, and all rights and title related thereto, entered into in the ordinary course of business of the Option One division of Assignor and not identified or otherwise disclosed pursuant to the terms of this Agreement.