

FORM PTO-1594
(Rev. 5-93)

OMB No. 0551-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Atty Docket No. 10186.196794

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

1. Name of conveying party(ies):

Groundswell, Inc.

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Delaware
☐ Other

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: November 9, 2001

2. Name and address of receiving party(ies)

Name: Third Millenium Communications, Inc.
d/b/a/ Enterpulse

Internal Address:

Street Address: 125 Clairemont Avenue, Suite 204

City: Atlanta State: Georgia Zip: 30030

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Georgia
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ NoAdditional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application Nos.
See also attached Trademark Schedule
75/904,057
75/904,056
75/774,055

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: William H. Brewster

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 Peachtree St.

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

☐ Enclosed☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

Lise Shettler

Name of Person Signing

Signature

Date

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

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made effective as of the 9th day of November, 2001 by and between **Groundswell, Inc.**, a corporation incorporated under the laws of the state of Delaware, with its principal place of business at 5890 Owens Drive, Pleasanton, California 94588 (the "Assignor") and **Third Millenium Communications, Inc.**, a corporation incorporated under the laws of the state of Georgia, doing business as Enterpulse, with its principal place of business at 125 Clairmont Avenue, Suite 200, Atlanta, Georgia 30030 (the "Assignee").

WHEREAS, Assignor has adopted and used in the United States the trademarks listed in the Schedule of Trademarks attached hereto and is the owner of the registrations and applications shown in the said Schedule (the "Trademarks");

WHEREAS, pursuant to that certain Agreement of Sale and Purchase of Assets, dated November 9, 2001, by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor has agreed to sell, convey, transfer and assign the Trademarks to Assignee and Assignee has agreed to purchase from Assignor such Trademarks; and

WHEREAS, Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and the goodwill associated therewith as contemplated by the Asset Purchase Agreement.

NOW THEREFORE, for the consideration paid to Assignor pursuant to the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, and conveys to the Assignee all rights, title, and interests in and to the Trademarks and the registrations thereof together with the goodwill of the business which is symbolized by the Trademarks, the right to recover for damages and profits, and all other remedies for past infringements thereof.
2. Assignor represents and warrants that it has full power, authority and legal capacity to enter into this Assignment and to consummate the transaction contemplated in this Assignment, and that the execution and delivery of, and performance under this Assignment does not conflict with or violate any provisions of any agreement, instrument, judgment or law to which it is a party or by which it is bound.
3. Assignor further agrees to execute and deliver to Assignee, or its successors and assigns, such other and further instruments and documents as Assignee reasonably may request for the purpose of establishing, evidencing and enforcing or defending Assignee's right, title and interest in and to the Trademarks.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by Assignor and Assignee's duly authorized officer as of the date first written above.

Assignor:

Assignee:

GROUNDSWELL, INC.

THIRD MILLENNIUM COMMUNICATIONS, INC.

By: 

Name: JOHN D. CORVUS
Title: PRESIDENT

By: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by Assignor and Assignee's duly authorized officer as of the date first written above.


Assignor:

Assignee:

GROUNDSWELL, INC.

THIRD MILLENNIUM COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

By:  _____
Name: MICHAEL W. REENE
Title: CHAIRMAN & CEO

SCHEDULE OF TRADEMARKS

| <u>Trademark</u> | <u>Date of Application</u> | <u>Serial No.</u> |
|----------------------------|----------------------------|-------------------|
| G Groundswell (and Design) | January 28, 2000 | 75/904,057 |
| G (and Design) | January 28, 2000 | 75/904,056 |
| Groundswell | August 12, 1999 | 75/774,055 |