

05-06-2002

800-801-802

To the Honorable Commissioner of Patents and Trademarks: Please refer to



hereof.

1. Name of conveying party(ies): 4.73.02
Port Authority Trans-Hudson Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: New York

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

2. Name: 102079568
 Name: TransitCenter, Inc.
 Address: 1065 Avenue of the Americas, 16th Floor
New York, New York 10018

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: _____
 Other: Not-for-Profit Corporation
 State: New York

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

Execution Date: December 29, 2000 and January 2, 2001, as of December 28, 2000.

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) & addresses attached?
 Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.
1,673,424
1,930,353
1,841,090

Additional Numbers attached? Yes No



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

Name: Mark N. Mutterperl
 Internal Address: Fulbright & Jaworski L.L.P.
 Street Address: 666 Fifth Avenue
 City: New York State: NY Zip: 10103

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account in the event of insufficiency of check

8. Deposit account number:
[NUMBER] 50.0624-Order No. 10106737

(Attach duplicate copy of this page if paying by deposit account)

05/03/2002 DBYRNE 00000033 1673424
 01 FC:481 40.00 OP
 02 FC:482 50.00 OP

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.

Mark N. Mutterperl
 Name of Person Signing

[Signature]
 Signature

April 23, 2002
 Date

Total number of pages including cover sheet and attachments 16

OMB No. 0651-0011 (exp. 4/94)

"Express Mail" mailing label No. EL 638929692 US

Attorney Docket No. TRNSC 800

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re trademark of:)
TransitCenter, Inc.)
Mark: TRANSITCHEK)
Reg. No.: 1,673,424)

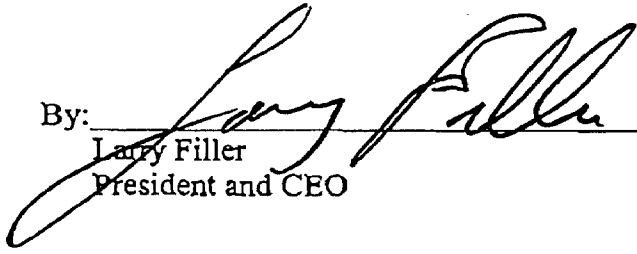
BOX 5/NO FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

REVOCATION OF POWERS OF ATTORNEY
AND SUBSTITUTION OF ATTORNEY

Registrant hereby revokes all previous powers of attorney in connection with the above-identified trademark registration, and hereby appoints Mark N. Mutterperl, Leon Medzhibovsky, Kenneth D. Suzan and the other attorneys of FULBRIGHT & JAWORSKI L.L.P., 666 Fifth Avenue, New York, New York 10103, its attorneys to transact all business in the United States Patent and Trademark Office in connection therewith. All telephone communication is to be directed to Mark N. Mutterperl at (212) 318-3183.

TransitCenter, Inc.

Date: 4/12/02

By: 
Larry Filler
President and CEO

THIS AGREEMENT made as of December 28, 2000, by PORT AUTHORITY TRANS-HUDSON CORPORATION (hereinafter called "PATH"), with its principal office at PATH Plaza, Journal Square, Jersey City, NJ 07306 and TRANSITCENTER, INC. (hereinafter called the "Corporation"), with principal offices at Two World Trade Center, Suite 2238, New York, NY 10048.

WITNESSETH, THAT:

WHEREAS, PATH, the Metropolitan Transportation Authority and New Jersey Transit Corporation found it desirable and necessary to work together on transit promotional activities ("TransitCenter" or "TransitCenter Programs") to encourage greater use of public transit services within the New York – New Jersey metropolitan region to improve mobility, reduce traffic congestion and support the region's economy; and

WHEREAS, PATH has been the host agency for TransitCenter Programs since 1987 and has acquired property, obtained rights, entered into contracts, held and managed funds, and taken other actions necessary for the operation of the TransitCenter Programs pursuant to an Interagency Agreement, as amended and supplemented by letters dated July 17, 1990, March 20, 1991, December 2, 1993, July 28, 1994, July 17, 1995, September 5, 1997, February 5, 1998, and May 28, 1998; and

WHEREAS, The Port Authority of New York and New Jersey (hereinafter called "Port Authority") acting on behalf of PATH, its wholly-owned subsidiary, has provided staff, office space, furniture and equipment and all necessary support services to permit the operation of TransitCenter Programs; and

WHEREAS, PATH and the Port Authority have been reimbursed for the expenses associated with the operation of TransitCenter Programs through TransitCenter Programs revenues; and

WHEREAS, a certificate of incorporation was filed on May 23, 2000 with the State of New York to establish TransitCenter, Inc. as a not-for-profit corporation; and

WHEREAS, PATH and the Port Authority want the Corporation to begin independent operation on January 1, 2001; and

WHEREAS, PATH and the Port Authority are desirous of assisting TransitCenter in operating independently and terminating PATH's host function for TransitCenter Programs in accordance with the resolution of the PATH Board on November 30, 2000.

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained, PATH and TransitCenter, Inc. hereby agree as follows:

1. PATH does hereby assign, transfer and set over to TransitCenter, Inc. to its own proper use and benefit forever, the following contracts and leases, to have and to hold the same unto the Corporation, from January 1, 2001 for and during all the rest, residue, and remainder of the term of the contracts and leases, subject nevertheless to all the terms, provisions, covenants and conditions therein contained. PATH shall have no liability in connection with said contracts or leases for acts or omissions occurring after said transfer.

- a. The agreement between Rand McNally & Company and PATH, dated March 22, 1994, as revised on August 23, 1996, revised and assigned from Rand McNally and Co. to DocuSystems, Inc. on April 1, 1997, and as further amended on March 20, 1998, May 12, 1999, and on March 16, 2000 extended through December 31, 2000, and assigned to Magnetic Ticket & Label Corp. and extended through December 31, 2001 on December 22, 2000.
- b. The agreement between PATH and Gillespie Advertising dated February 12, 1997, as amended on July 1, 1998, August 17, 1999, February 9 and December 12, 2000.
- c. The agreement between PATH and Transcom, Agreement XCM 99-010.049-G, dated August 18, 1999 and amended on July 21, 2000.
- d. The agreement between PATH and the City of New York entered into on April 26, 2000.
- e. The agreement between PATH and MTA New York City Transit dated January 11, 2000.
- f. The lease between PATH and Lucent Technologies dated January 11, 1999.

2. PATH on behalf of the Port Authority does hereby assign, transfer and set over to TransitCenter, Inc. to its own proper use and benefit forever, the following contract, to have and to hold the same unto the Corporation, from January 1, 2001 for and during all the rest, residue, and remainder of the term of the contract, subject nevertheless to all the terms, provisions, covenants and conditions therein contained. Neither PATH nor the Port Authority shall have any liability in connection with said contract for acts or omissions occurring after said transfer.

- a. The agreement between the Port Authority and AKA Vision, Inc. d/b/a AKA Enterprise Solutions, Purchase Orders #4500009643 and #4500010406, dated March 1, 2000.

3. PATH does hereby transfer to TransitCenter, Inc. all right, title and use for the trademark for the following intellectual property rights:

- a. The trademark registered for the mark "TransitChek"
- b. The trademark registered for the mark and symbol attached hereto as Exhibit A associated with the word TransitCenter
- c. The trademark for the name "The Corporate Commuter"
- d. The trademark for the name "TransitCenter's The New York Traveler"
- e. The copyright for the publication "TransitCenter's The New York Traveler"
- f. The trademark registered for the name "TransitLink"
- g. The trademark for the name "The Manhattan Traveler"
- h. The copyright for the publication "The Manhattan Traveler"

4. PATH does hereby transfer to TransitCenter, Inc. all right, title and use for the following domain names:

- a. www.transitcenter.com
- b. www.transitcenter.org
- c. www.transitchek.com
- d. www.transitchek.org
- e. www.transitcheck.com
- f. www.transitcheck.org
- g. www.nytransit.com
- h. www.nyctransit.org
- i. www.nyctransit.com
- j. www.transitchekdirect.com (including Verisign, global server ID no. 53545920)
- k. www.transitcheckdirect.com

5. PATH on behalf of the Port Authority does hereby transfer to TransitCenter, Inc. title to all personal property located at Two World Trade Center, Suite 2238, New York, NY, the storage closet at One World Trade Center, 22C-1 West Corridor, and at the Corporation's offices at 700 Commercial Avenue, Garden City, NY, 100 Viaduct Road, Stamford, CT, and at One PATH Plaza, 6th floor, Jersey City, NJ, to the extent permitted under applicable agreements and law, including, but not limited to, the following:

- a. Computer and computer-related equipment
- b. Software and all software licenses for the use of such software

- c. Telecommunications equipment including but not limited to telephones, switches, conference speakerphones and other telephone-related equipment
- d. Office furniture including but not limited to desks, chairs, tables, couches, bookcases, file and other cabinets, lamps, typewriters, dictating machines, refrigerators, water coolers, wall boards and display cases, projectors and carousels, credenzas, and bulletin boards and all other furniture and accessories
- e. Signs, artwork and any decorations
- f. All and any type of supplies and materials
- g. Facsimile equipment
- h. Safes
- i. Video and audio equipment
- j. Books and records
- k. Window shades
- l. Plants

PATH on behalf of the Port Authority may, at its discretion by March 1, 2001, perform an inventory during business hours of all personal property held by the Corporation at its locations upon written notice of at least two business days.

6. The parties to this agreement intend that the Corporation shall have the benefit of certain support services currently being provided by the Port Authority and PATH for TransitCenter Programs and offices. These support services may include without limitation:

- a. leasing of photocopiers and other equipment
- b. furniture and office services
- c. regular and express mail services
- d. purchases of materials and supplies
- e. computer and other equipment purchases

The support services as determined solely by PATH shall be provided to TransitCenter, Inc. pursuant to a memorandum of understanding between

PATH on behalf of the Port Authority and TransitCenter, Inc. detailing the nature, duration, procedures and method of payment for such services.

7. PATH on behalf of the Port Authority shall continue to maintain its books and records relating to TransitCenter Programs for one year after the Corporation begins independent operation on January 1, 2001, unless required by federal, state or local law to be maintained for a longer period.

8. PATH agrees to the following for the disposition of all financial assets held by PATH on behalf of TransitCenter in PATH bank accounts. For purposes of this paragraph, Chase Manhattan Bank is the bank of record for all accounts of PATH and the Corporation.

a. PATH shall transfer to the Corporation, on or before January 2, 2001, all right, title and use of the following bank accounts:

ARP Accounts:	#610-400215
	#610-430076
	#610-480235
	#610-490044
	#610-450042
	#610-450034
	#610-450069
	#610-550128

Funding Accounts:	#777-952475
	#777-306913
	#777-307146
	#777-954435

Controlled Disbursement Account:	#601-834138
----------------------------------	-------------

Refund Account:	#003-917045
-----------------	-------------

Custody Account:	#G-05255
------------------	----------

Non-Interest Time Deposit Account:	#777-210258
------------------------------------	-------------

TransitCenter, Inc. shall continue to honor demands on the ARP Accounts by holders of TransitChek Vouchers and shall close each ARP Account in the due course of business in accordance with PATH's prior standard practice to keep such account open for at least sixteen months (16) beyond the issuance of the last TransitChek Voucher from such account. Any revenues remaining in each such account at the date of closing of that account shall be revenues of the Corporation.

- b. The Corporation guarantees that it shall have the funds to pay, and it will pay, all legitimate demands on any of the ARP Accounts by means of sufficient funds maintained in funding account #777-952475, which is linked to these ARP Accounts to cover all daily demands for funds. In no event shall the pledged principal portion of funds from Custody Account G-05225 and which are attributable solely to the face value of the TransitChek Vouchers issued from these ARP Accounts constitute assets of the Corporation, PATH or the Port Authority. Upon closure of all ARP Accounts by the Corporation pursuant to subparagraph 8a above, the principal shall cease to be a guarantee for payment of demands on these ARP Accounts and shall become an asset of TransitCenter, Inc. free and clear of all claims of the Port Authority or PATH.
- c. The Corporation shall have the exclusive right to refund amounts to employers for purchases of TransitChek Vouchers issued from the ARP Accounts.
- d. Upon the transfers from PATH to the Corporation described in paragraphs 1 through 5, inclusive, PATH shall be relieved of all liability in connection with TransitChek Vouchers whether issued before January 1, 2001 or after such date. As an inducement to PATH to make the said transfers and as security to PATH in connection with said transfers, (a) the Corporation shall indemnify and hold harmless PATH, the Port Authority, their officers, Directors, Commissioners, employees and agents against all claims and liabilities arising out of or in connection with such TransitChek Vouchers; and (b) the Corporation hereby grants to PATH a security interest in all funds of the Corporation including all accounts receivable and all proceeds received by the Corporation to secure payment and performance of its obligations under subparagraphs 8a and 8b of this Agreement, and the Corporation hereby consents to the filing by PATH of Financing Statements – Form UCC-1 in connection therewith and agrees to fully cooperate with regard to such filings, with the intent that in the event the Corporation is in default with respect to the obligations described in this paragraph, PATH shall have the remedies of a secured party under the New York Uniform Commercial Code.
9. PATH and the Corporation shall make a final settlement of all accounts used by the Port Authority and/or PATH for TransitCenter Programs through and including December 31, 2000. Prior to December 31, 2000, PATH shall provide TransitCenter with an estimate of all expenses and revenues incurred on TransitCenter's behalf through November 30, 2000. Without any party forfeiting

any of its rights with respect to contesting or revising such estimated amounts, PATH shall transfer 90% of net revenues ("estimated net") as of November 30, 2000, after taking into account all estimated expenditures, into the funding account number 777-952475 on or before the first business day of 2001, whether such account is at the time of transfer a PATH account or has been transferred to the Corporation and is the Corporation's account.

The Corporation shall be afforded a reasonable period of time to review the books and records of the Port Authority and/or PATH to verify the estimate of expense and revenue accounts. The parties shall cooperate to resolve differences, if any. Any disputes shall be subject to the final determination by PATH, and PATH shall have such audit rights as are necessary to exercise such right of final determination. On or about March 15, 2001, PATH shall provide the Corporation with a final accounting of all expenses and revenues. Within thirty (30) days of that final accounting the Corporation and PATH shall make a final determination of the amount owed to the Corporation. If such amount owing the Corporation is greater than the estimated net then PATH shall pay the Corporation the excess as instructed in writing by the Corporation. If such amount owing the Corporation is less than the estimated net, the Corporation shall pay PATH the difference pursuant to written instructions issued by PATH. Such payments shall be made within thirty (30) days of the final determination.

Any bills, invoices, or requests for monies due for any service or expenditure made on or before December 31, 2000, presented to the Port Authority or PATH which was not part of the settlement in paragraph 9 may be approved by the Corporation for payment by PATH. If approved by the Corporation, it shall pay PATH for any such amounts paid upon written request for payment including copies of all supporting documents.

10. Any and all agreements, licenses, intellectual property rights, assets, records, services or the like which comes to the attention of the Port Authority, PATH or the Corporation after January 1, 2001, which the Port Authority or PATH determines should be transferred to the Corporation to ensure the continuation of its services or was acquired on behalf of TransitCenter and should be conveyed to the Corporation shall be transferred to the Corporation and shall constitute a transfer as though they were originally contained within this agreement. The Corporation shall give notice of such transfer to affected parties, if any.

11. PATH agrees on behalf of the Port Authority to have the Port Authority apply for and serve as grantee on behalf of the Corporation for a grant from the US Department of Transportation, Federal Highway Administration, entitled "Employer Parking Management Demonstration Project" for an estimated amount of \$2 million over approximately a two (2) year period. The New Jersey Transportation Planning Authority, the New York Metropolitan Transportation Commission, and three metropolitan planning organizations in Connecticut have

endorsed this grant program in sketch plan form. The Corporation and PATH on behalf of the Port Authority shall enter into a memorandum of understanding regarding the management and implementation of this grant program.

12. PATH on behalf of itself and the Port Authority and the Corporation agree to provide each other mutual support through the provision of resources and services from time to time to develop, support and enhance programs consistent with the common objectives of all such parties. Upon a request by any party to the other, such support may be provided through a memorandum of understanding ("MOU") setting forth the services and payments, if any. Neither party is obligated to enter into such an arrangement but is authorized pursuant to this agreement to do so upon the mutual agreement of the parties to the MOU.

13. The Corporation will, on demand of PATH, reimburse PATH fully for all reasonable out-of-pocket expenses, including attorneys' fees and/or the value of legal services provided by "in-house" counsel of PATH, incurred by PATH by reason of the enforcement of the Corporation's obligations, and the enforcement and protection of PATH's rights, hereunder.

14. The entire Agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable against any party hereto unless it is in writing and signed by all the parties.

15. No Director, Commissioner, officer, agent or employee of PATH, the Port Authority or the Corporation shall be charged personally with any liability or held liable under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

16. Any assignment or other transfer of this Agreement or any part hereof by either party without the written consent of the other party shall be void and of no effect.

17. The Agreement shall be construed in accordance with the laws of the State of New York.

18. Any written notice under this agreement shall be made to the appropriate parties as follows:

To TransitCenter, Inc.: Thomas J. Vallely, III
Vice President
Finance and Administration
TransitCenter, Inc.
Two World Trade Center, Suite 2238
New York, NY 10048

To PATH: Ernesto L. Butcher
Vice President
Port Authority Trans-Hudson
Corporation
One World Trade Center, 67W
New York, NY 10048

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above through their respective duly authorized representatives.

PORT AUTHORITY
TRANS-HUDSON CORPORATION:

TRANSITCENTER, INC.:

By: Charles F. McClafferty

By: Larry Filler

Signature: C. F. McClafferty

Signature: Larry Filler

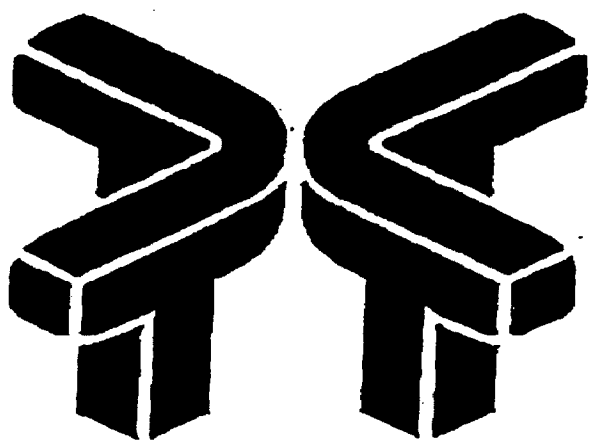
Title: Chief Financial Officer
Port Authority of
New York and New Jersey

Title: President & Chief Executive Officer

Date: 12/29/2000

Date: 1/2/01

EXHIBIT A



TransitCenter[®]

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

666 FIFTH AVENUE

NEW YORK, NEW YORK 10103-3198

D

M E M O R A N D U M



04-23-2002

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #70

TO: Commissioner of Trademarks

DATE: April 23, 2002

FROM: Helen L. Rosenberg
Legal Assistant

RE: Agreement

Please forward this Recordation Form Cover Sheet and any attachments to:

U.S. Patent and Trademark Office
Assignment Division
Box ASSIGNMENTS
CG-4, 1213 Jefferson Davis Highway, Suite 320
Washington, DC 20231

Thank you.

THE PORT AUTHORITY OF NY & NJ

*Full
Transit Center*
MEMORANDUM

TO: Daniel D. Bergstein, Secretary
FROM: Howard G. Kadin
DATE: January 3, 2001
SUBJECT: AGREEMENT BETWEEN PORT AUTHORITY TRANS-HUDSON CORPORATION (PATH) AND TRANSITCENTER, INC. - TRANSFER OF ASSETS AND CERTAIN OTHER UNDERSTANDINGS IN CONNECTION WITH COMMENCEMENT OF INDEPENDENT TRANSITCENTER, INC. OPERATION

COPY TO: J.S. Green, B.D. Bohlen, E.L. Butcher, M.P. DePallo, L.S. Hofrichter,
C.F. McClafferty, H.S. Somerwitz, M.R. Zoch

Attached for the Official Records of PATH is an agreement dated as of December 28, 2000 between PATH and TransitCenter, Inc. (the "Corporation"), which provides for the transfer by PATH to the Corporation of certain property, rights and other assets held by PATH, in connection with the commencement of independent operation on the part of the Corporation by January 1, 2001. The agreement also provides, among other things, for the accounting and payment of all expenses incurred and revenues received with respect to TransitCenter activities prior to January 1, 2001, and the provision, by PATH or the Port Authority, of certain continuing support services for the Corporation.

Howard G. Kadin
Howard G. Kadin
Attorney

Attachment

