

05-13-2002

Form PTO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



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

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

1. Name of conveying party(ies):
 Stata Venture Partners, LLC
5.2.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability company

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

2. Name and address of receiving party(ies)
 Name: The Van, LLC
 Internal _____
 Address: _____

Street Address: 360 Merrimack Street
 City: Lawrence State: MA Zip: 01843

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

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

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

Execution Date: April 4, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See attached Schedule A

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Miriam J. Rovner, Senior Legal Assistant
 Internal Address: _____
 Street Address: Goodwin Procter LLP
Exchange Place
 City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 5

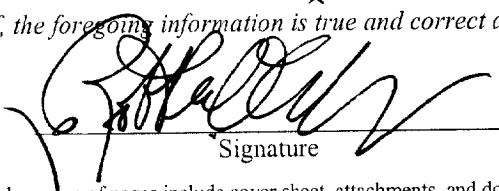
7. Total fee (37 CFR 3.41) \$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
07-1700
 (Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
 2007 MAY -2 AM 7:56
 FINANCE SECTION

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.

Robert M. O'Connell, Jr. 
 Name of Person signing Signature

May 2, 2002
 Date

5

05/10/2002 DBYRNE 00000241 75836301 Total number of pages include cover sheet, attachments, and document:

01 FC:481
 02 FC:482
 LIBC/1504988.1
 CPI #1703-171

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

TRADEMARK
REEL: 002503 FRAME: 0875

Schedule A

MARKS

<i>COUNTRY</i>	<i>MARK</i>	<i>STATUS</i>	<i>APP. NO.</i>	<i>REG. NO.</i>	<i>Filing / Reg. Date</i>
United States of America	PC MOVING VAN	Pending	75/836,301	N/A	November 1, 1999
United States of America	THE VAN	Pending	76/157,098	N/A	October 31, 2000
United States of America	VIRTUAL ACCESS NETWORKS	Pending	76/156,831	N/A	October 31, 2000
United States of America	VIRTUAL ACCESS NETWORKS (and design)	Pending	76/196,087	N/A	January 18, 2001
United States of America	THE VAN (and design)	Pending	76/196,381	N/A	January 18, 2001

LIBC/1478545.1

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: April 4, 2002

WHEREAS, STATA VENTURE PARTNERS, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 194 Claybrook Road, Dover, Massachusetts 02030 (“**ASSIGNOR**”), has adopted and used the trademarks, service marks and trade names set forth on Schedule A annexed hereto and made a part hereof, including all applications or registrations therefor (the “Marks”) and as of the Effective Date of this Notice of Trademark Assignment (“Assignment”) was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

WHEREAS, THE VAN, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business at 360 Merrimack Street, Lawrence, Massachusetts 01843 (“**ASSIGNEE**”), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

WHEREAS, the **ASSIGNOR** and **ASSIGNEE** have entered into a Contribution Agreement dated as of the date set forth above (the “Contribution Agreement”) pursuant to which, among other things, **ASSIGNEE** has agreed to acquire from **ASSIGNOR**, and **ASSIGNOR** has agreed to transfer to **ASSIGNEE**, among other things, the Marks;

WHEREAS, pursuant to the Contribution Agreement, **ASSIGNOR** conveyed to **ASSIGNEE** substantially all of the assets of a going business.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Contribution Agreement, the parties agree as follows:

1. **ASSIGNOR** hereby transfers, conveys, and assigns to **ASSIGNEE**, and **ASSIGNEE** hereby accepts from **ASSIGNOR**, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. **ASSIGNEE** shall have the sole the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. **ASSIGNEE**, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. **ASSIGNOR** shall make no further use of the Marks on or in connection with any goods or services, nor shall **ASSIGNOR** challenge **ASSIGNEE**'s use of the Marks after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on this 8th day of April, 2002, with effect as of April 4, 2002.


ASSIGNOR:

Stata Venture Partners, LLC
By: Stata Venture Manager, Inc., its Manager

By: 
Name: LEONARD BARZISON
Title: MANAGING PARTNER

ASSIGNEE:

The VAN, LLC
By: Stata Venture Partners, LLC, its Sole Member
By: Stata Venture Manager, Inc., its Manager

By: 
Name: LEONARD BARZISON
Title: MANAGING PARTNER

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex) SS.
)

On this 8th day of April, 2002, before me personally appeared Leonard Barbieri to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of Stata Venture Manager, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Leonard Barbieri acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Marion Therese Donahue

Notary Public

My Commission Expires: _____



Schedule A

MARKS

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