

05-13-2002

Form PTO-1594

(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):  
Virtual Access Networks, Inc.

5.1.02

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State              Delaware

Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Stata Venture Partners, LLC

Internal \_\_\_\_\_

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

Street Address: 194 Claybrook Road

City: Dover                      State: MA              Zip: 02030

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 Schedule A attached

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

Yes  No

OFFICE OF PUBLIC RECORDS  
2002 MAY -1 AM 8:09  
EXCHANGE SECTION

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

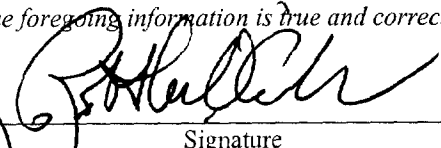
Authorized to be charged to deposit account

8. Deposit account number:  
07-1700

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

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.                                            May 1, 2002

Name of Person signing                      Signature                      Date

05/10/2002 LNUELLER 00000000 75836301                      Total number of pages include cover sheet, attachments, and document: 6

01 FC:481  
02 FC:482

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

LIBC/1504644.1  
CPI #1703-170

TRADEMARK  
REEL: 002504 FRAME: 0186

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	<b>PC MOVING VAN</b>	Pending	75/836,301	N/A	November 1, 1999
United States of America	<b>THE VAN</b>	Pending	76/157,098	N/A	October 31, 2000
United States of America	<b>VIRTUAL ACCESS NETWORKS</b>	Pending	76/156,831	N/A	October 31, 2000
United States of America	<b>VIRTUAL ACCESS NETWORKS (and design)</b>	Pending	76/196,087	N/A	January 18, 2001
United States of America	<b>THE VAN (and design)</b>	Pending	76/196,381	N/A	January 18, 2001

LIBC/1478435.1

**NOTICE OF  
TRADEMARK ASSIGNMENT**

Effective Date: April 4, 2002

**WHEREAS**, VIRTUAL ACCESS NETWORKS, INC., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 360 Merrimack Street, Lawrence, Massachusetts 01843 ("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**, 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 ("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 Purchase of Assets Agreement dated as of the date set forth above (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

**WHEREAS**, pursuant to the Purchase 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 Purchase 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 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 8<sup>th</sup> day of April, 2002, with effect as of April 4, 2002.


**ASSIGNOR:**

Virtual Access Networks, Inc.

By:   
Name: SM FISCH  
Title: PRES/CEO

**ASSIGNEE:**

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

By:   
Name: LEONARD TSALIKIS  
Title: \_\_\_\_\_

Massachusetts

STATE OF ~~DELAWARE~~

COUNTY OF Essex ) SS.

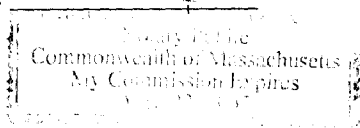
On this 8<sup>th</sup> day of April, 2002, before me personally appeared Steven Fisch, to me personally known, who, being by me duly sworn, did say that he is the President of Virtual Access Networks, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Steven Fisch 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.

*Maureen Merue Donahue*

Notary Public

My Commission Expires:



Massachusetts

STATE OF ~~DELAWARE~~

COUNTY OF Essex ) SS.  
)

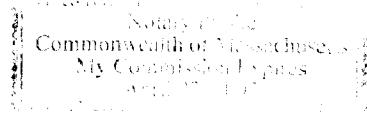
On this 8<sup>th</sup> day of April, 2002, before me personally appeared Leonard Barbieri, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of Stata Venture Manager, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said 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.

*Maura Anne Bonadue*

Notary Public

My Commission Expires: \_\_\_\_\_



Schedule A

MARKS

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