

06-11-2002



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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LASON SYSTEMS, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company**

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

2. Name and address of receiving party(ies)

Name: **Best Strategy, LLC**

Internal Address: **Attn: Robert G. Newsom**

Street Address: **2500 Industrial Blvd.**

City: **Hayward** State: **CA** Zip: **94544**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company**

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

3. Nature of conveyance:

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

Execution Date: **May 1, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2110721

Additional number(s) attached Yes No

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

Name: **Perkins Coie LLP**

Internal Address: **Attn: Will Kushner**

Street Address: **101 Jefferson Drive**

City: **Menlo Park** State: **CA** Zip: **94025**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ **40.00**

- 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.

Malcolm Yeung

Name of Person Signing

Signature

June 10, 2002

Date

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

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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TRADEMARK
REEL: 002522 FRAME: 0249

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 1st day of May, 2002 by LASON SYSTEMS, INC., a Delaware corporation ("Assignor"), as assignor, in favor of BEST STRATEGY, LLC., a California limited liability company ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, as of March 13, 2002, Assignor and Assignee entered into an Asset Purchase Agreement by and among Assignee, Assignor and M R Technologies, Inc., a Delaware corporation and affiliate of Assignor (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell all of the Purchased Assets to Assignee; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to enter into this Assignment, and Assignee would not have entered into the Purchase Agreement but for Assignor's execution of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Purchase Agreement.


2. Assignment of Intellectual Property. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to Assignor's "EXCELLENCE ON DEMAND" trademark, U.S. Registration Number 2110721, in the United States and all foreign countries, together with the goodwill of the business associated therewith (the "Mark"). Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in the United States and in foreign countries in connection with the Mark, and to secure in its own name the registrations granted thereon.

3. Further Acts. Assignor agrees, at Assignee's sole expense, to execute any additional documents, and take any further actions, reasonably necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth in Section 2 above ("Supporting Documents").

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed and entered into this Assignment as of the date first above written.

LASON SYSTEMS, INC.

By: 

Name: Ronald D. Risher

Title: President and Chief Executive Officer

ACKNOWLEDGED:

BEST STRATEGY, LLC

By: _____

Name: Robert Newsom

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor has executed and entered into this Assignment as of the date first above written.

LASON SYSTEMS, INC.

By: _____
Name: Ronald D. Risher
Title: President and Chief Executive Officer

ACKNOWLEDGED:

BEST STRATEGY, LLC

By:  _____
Name: Robert Newsom
Title: Chief Executive Officer

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

Subscribed and sworn to before me this ____ day of May, 2002.

Notary Public

My Commission Expires: _____ [SEAL]

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