

06-21-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

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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):

PAS Systems, LLC

6-11-02

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

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

2. Name and address of receiving party(ies)

Name: PAS Systems International, Inc.

Internal Address:

Street Address: 1616 Princess Anne Street

City: Fredericksburg State: VA Zip: 22401

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Virginia Other

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: 3/20/2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,018,169

2,041,883

Additional number(s) attached Yes No

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

Name: S. Brian Farmer, Esquire

Internal Address: Hirschler Fleischer

Street Address: P.O. Box 500

City: Richmond State: VA Zip: 23218-0500

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 80.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501335

DO NOT USE THIS SPACE

9. Signature.

S. Brian Farmer, Esquire Name of Person Signing

S. Brian Farmer Signature

6/10/02 Date

Total number of pages including cover sheet, attachments, and document: 7

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

06/20/2002 6TOM11 00000159 501335 2018169 01 FC:481 40.00 CH 02 FC:482 25.00 CH

TRADEMARK REEL: 002529 FRAME: 0326

2018169

TRADEMARK REGISTRATION ASSIGNMENT RECORDATION

POWER OF ATTORNEY

To: The Honorable Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

The undersigned current Owner of Record hereby appoints S. Brian Farmer, Esquire of Hirschler Fleischer, who is a member in good standing of the State Bar of the Commonwealth of Virginia, (Bar #27564) and whose mailing address is Post Office Box 500, Richmond, Virginia 23218-0500, to record these owner assignments of trademark registrations currently owned by PAS Systems International, Inc., to transact all business in the Patent and Trademark Office in connection with such owner assignments, and to receive all correspondence related to such owner assignments.

Please address all correspondence in connection with this matter to, and make all further contact with: S. Brian Farmer of Hirschler Fleischer, P.C., Post Office Box 500, Richmond, Virginia, 23218-0500, Telephone No. (804) 771-9504, Facsimile No. (804) 644-0957, e-mail: bfarmer@hirschlerfleischer.com.

Respectfully Submitted,
PAS SYSTEMS INTERNATIONAL, INC.,
a Virginia Corporation

Date: 4/08/02

By: Jarel R Kelsey
Jarel Kelsey, President

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of March 20, 2000, by and between PAS Systems, LLC, a Virginia limited liability company (the "Assignor"), located at 2217 Princess Anne Street, Suite 200-C, Fredericksburg, Virginia 22401, and PAS Systems International, Inc., a Virginia corporation (the "Assignee"), located at 1616 Princess Anne Street, Fredericksburg, Virginia 22401, (collectively, the "Parties") hereby provides:

WHEREAS, Assignor has filed intellectual property registration applications or registered its proprietary claims to, and obtained trademark registrations within the United States of America, for the trademarks depicted and described on Exhibits A, attached hereto and made a part hereof (collectively, the "Intellectual Property");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest that it may have in and to the Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property has been used and is used, represented by such trademarks along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Intellectual Property; and,

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property has been used and is used, represented by such trademarks along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Intellectual Property.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the above recitals which are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns and conveys to Assignee all rights, title and interest that Assignor may have, free and clear of any liens and/or encumbrances, in and to the Intellectual Property, together with the goodwill of the business connected with the use of, and which is represented by such trademarks, along with the Assignor's right to recover for damages and profits for any past, present and future infringements of the Intellectual Property.

2. **Authorization.** Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Intellectual Property listed on the Exhibit. Assignor

hereby represents and covenants that it has the full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement or document which is in conflict herewith.

3. **Future Assurances.** Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and which Assignee may reasonably request in order to vest all of Assignor's rights, title and interest in and to the Intellectual Property in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession and/or control of Assignor.

4. **Binding Effect.** This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors and/or assigns, as the case may be, and all others acting by, through, with or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. **Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

6. **Jurisdiction and Venue.** The Parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Virginia, Richmond Division, to the extent that such court has subject matter jurisdiction, or, alternatively to the Circuit Court for the City of Fredericksburg, Virginia for any claims or causes of action arising out of or relating to this Assignment. Further, the Parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

7. **Recordation.** Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

8. **Counterparts.** This Assignment may be executed in any number of counterparts and by different parties to this Assignment, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment.

9. **General.** This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof, and supercedes all prior discussions, negotiations and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

PAS Systems, LLC
a Virginia Limited Liability Company

By: Jarel Kelsey
Jarel Kelsey
Authorized Manager

Commonwealth of Virginia
City of Fredericksburg, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Jarel Kelsey, the Authorized Manager, agent and signatory of PAS Systems, LLC, who executed the foregoing Intellectual Property Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 8th day of April, 2002.

[SEAL]

Armit H. Easterly
Notary Public

My commission expires: 2/28/05

ASSIGNEE:

PAS Systems International, Inc.
a Corporation

By: Jarel Kelsey
Jarel Kelsey
President

Commonwealth of Virginia
City of Fredericksburg, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Jarel Kelsey, the President and duly authorized agent and signatory of PAS Systems International, Inc., who executed the foregoing Intellectual Property Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 5th day of April, 2002.

[SEAL]

Ann H. Easterday
Notary Public

My commission expires: 2/28/05

EXHIBIT A

United States Federally Registered Marks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
SMARTCAP	2,018,169	November 19, 1996
A Rectangle Enclosing A Sideways V design	2,041,883	March 4, 1997

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