

07-01-2002

FORM PTO-1594

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102140510

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

1. Name of conveying party(ies):

PNV Inc.

- Individual(s)
- General Partnership
- Limited Partnership
- Limited Liability Company -
- Corporation - Delaware

- Association
- Other

FINANCE SECTION

6.86.02

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

2. Name and address of receiving party(ies):

Name:
TTI Holdings, Inc.

Street Address:
6125 Preservation Drive
Chattanooga, TN 37416

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Limited Liability Company
- Corporation - Nevada
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Change of Name Other
- Security Agreement

Execution Date: February 14, 2001

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2,530,656 2,483,796
~~2,489,377~~ 2,493,545

Additional numbers attached? Yes No

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

Andrew S. Neely
LUEDEKA, NEELY & GRAHAM, P.C.
P. O. Box 1871
Knoxville, TN 37901

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$115.00

- Enclosed
- Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12-2355

06/28/2002 TDIAZ1 00000096 2530656

01 FC:401 40.00 DP
02 FC:402 75.00 DP

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.

Andrew S. Neely
Name of Person Signing

[Signature]
Signature

June 21, 02
Date

Total number of pages including cover sheet: 38

F:\56840\56840m2.asg.cov2.june21.frm

*** CERTIFICATE OF MAILING ***

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Assignment, Office of Public Records, U.S. Patent and Trademark Office, Crystal Gateway Plaza, Room 335, Washington, D.C. 20231

on June 21, 2002
Date

[Signature]
Andrew S. Neely, Reg. No. 28,979

TRADEMARK
REEL: 2534 FRAME: 0874

AFFIDAVIT OF JAMES B. COPPINGER

**Affidavit in support of Trademark Registration Assignment of Trademark Registration Numbers:
2,530,656; 2,489,377; 2,483,796; and, 2,493, 545.**

- 1. My name is James B. Coppinger. I am Chief Executive Officer of TTI Holdings, Inc. a corporation incorporated under the laws of Nevada, located at 6125 Preservation Drive, Chattanooga, Tennessee 37416.**
- 2. On February 14, 2001, the prior owner transferred pending applications serial numbers: 75/699,569; 75/806,292; 75/806,275; and 75/806,276, among others, to TTI Holdings, Inc. via assignment. Please see the attached copy of the Assignment, labeled ATTACHMENT 1.**
- 3. As part of the agreement documented in the Assignment, the above mentioned applications were to be divided such that a portion of the goods and services listed in the applications would be transferred to TTI Holdings, Inc. and the remainder of the goods and services were to be transferred to a different entity or allowed to become abandoned.**
- 4. Counsel for prior owner prepared requests to divide the applications, indicating which goods and services were to remain in the parent application and which were then assigned to TTI Holdings, Inc. The request to divide then indicated the remaining goods were to be placed in a new child application. The goods and services which were to be placed in the child application would not be assigned to TTI Holdings, Inc. Please see ATTACHMENT 2, containing the requests to divide, all dated March 15, 2001, and a letter, dated February 21, 2001, to TTI Holdings, Inc.'s current Counsel, indicating that TTI Holdings, Inc. was to receive ownership of the goods and services listed in the parent applications.**
- 5. The parent application would retain the originally assigned application serial number. The child application would received a new serial number.**
- 6. Relying on the information contained in the Assignment (ATTACHMENT 1) and the further supporting information contained in the Requests to Divide and supporting correspondence (see ATTACHMENT 2), TTI Holdings, Inc. prepared and submitted a trademark assignment cover sheet indicating that the parent serial numbers should reflect TTI Holdings, Inc. as the assigned owner of the above mentioned serial numbers. See ATTACHMENT 3.**
- 7. The assignment of these serial numbers was recorded on March 26, 2001 at REEL/FRAME 00267/0667. See ATTACHMENT 4.**
- 8. During the division process the goods and services which were to be retained in with the original parent serial number were placed in the new child application. Correspondingly, the goods and services which were to be placed in the new child application were mistakenly retained in the parent application.**

9. Because of the mistake in placing the wrong goods and services in the parent and child applications, TTI Holdings, Inc. became the assigned owner of the wrong goods and services.
10. Instead of the goods and services listed in the parent application serial numbers, TTI Holdings, Inc. should be the owner of the goods and services listed in the child serial numbers.
11. The child applications have since matured into Registration numbers: 2,530,656; 2,489,377; 2,483,796; and, 2,493,545.
12. Based on the original intent of the parties, as indicated by the original assignment and supporting correspondence (See ATTACHMENTS 1 & 2), TTI Holdings, Inc. should be the owner of Registration numbers: 2,530,656; 2,489,377; 2,483,796; and, 2,493,545.
13. The prior owner of the above mentioned applications cannot be contacted.
14. By this affidavit, I explain the intent of the parties' original assignment agreement. In addition, I explain how a mistake in the Division of the applications has caused the original assignment agreement to be misapplied.
15. By filing the accompanying Assignment Cover Sheet of Registration numbers: 2,530,656; 2,489,377; 2,483,796; and, 2,493,545, I am correcting the mistake in the Division process and directing the ownership of the trademarks to reflect the intent of the original assignment document.

DECLARATION OF JAMES B. COPPINGER

16. I hereby declare that all statements made herein of my own knowledge are true and that all statements made of information and belief are believed to be true; further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or by imprisonment, or both, under § 1001 of title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

TTI HOLDINGS, INC.

Date: 6/19/02

By: 
James B. Coppinger
Chief Executive Officer

Correspondence to:
LUEDEKA, NEELY & GRAHAM, P.C.
P.O. Box 1871
Knoxville, TN 37901
(865) 546-4305
Docket No. 56840.M2

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, dated February 14, 2001 by and between PNV Inc., a Delaware corporation ("Assignor") and TTI HOLDINGS INC., a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of January 10, 2001 (as amended, the "Purchase Agreement");

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor's interest in any trademark, service mark or trade name to the extent that such mark or trade name is used in connection with or is associated with the business represented by the assets transferred under the Purchase Agreement ("Marks");

WHEREAS, Assignor did not agree to transfer and does not hereby transfer to Assignee any assets associated with a division of its business commonly referred to as "pnv.com," which includes Internet services to the long haul trucking industry associated with or provided through the web site and internet portal located at the uniform resource locator ("URL") www.pnv.com and all business activities relating to the operation, maintenance, servicing, advertising, or developing of that web site or related web sites ("Excluded Business," as further defined below) and Assignor did not agree to transfer and does not hereby transfer to Assignee any trademarks, service marks or trade names, or any goodwill therein, to the extent associated with or used in connection with the Excluded Business;

WHEREAS, Assignor is the owner of United States Registrations and Applications ("Registrations and Applications") listed below:

<u>Mark</u>	<u>U. S. Serial No.</u>	<u>U. S. Reg. No.</u>	<u>Registration Date</u>
PNV	75/806,292		
PNV	75/806,296		
PNV	75/806,276		
PNV	75/806,275		
PNV.NET	75/699,567	(abandoned but possibly revivable)	
PNV.NET	75/699,569		
PNV.NET	75/701,072	(abandoned but possibly revivable)	
PNV CONNECT	75/679,722		

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

1. **ASSIGNOR**, hereby assigns to **ASSIGNEE** all of its right, title, and interest in and to the Marks and those portions of the Registrations and Applications which relate to the Marks ("Assigned Trademarks"), including all Included Business (as hereinafter defined) associated with the Assigned Trademarks, together with the goodwill of the Included Business symbolized by the Assigned Trademarks, and any and all rights of action for infringement thereof, but Assignor does not assign any trademark, service mark or trade name, or any goodwill therein, to the extent that such mark or trade name is used in connection with the Excluded Business.

For purposes of this Agreement, the term "Included Business" shall mean all of the business and activities of Assignor and its representatives, contract labor, and agents except for the Excluded Business. By separate agreement, the domain names of pnv.net and parknview.net have been assigned by Assignor to Assignee. Without limiting the foregoing Included Business shall include the following:

- (a) Cable or wireless transmission to or from a user inside of a cab of a truck of internet service provider functions("ISP Services");
- (b) ISP Services from a kiosk located in a truck stop or a trucking terminal using the pnv.net domain name or any other domain name determined by Assignee (other than pnv.com or parknview.com);
- (c) Telephone services including pre-paid, coin, and coinless telephone services;
- (d) Cable TV and entertainment services; and
- (e) Advertising, creation, publication, dissemination, and aggregation of a print-based magazine.

For purposes of this Agreement, the term "Excluded Business" shall mean all business and activities of Assignor and its representatives, contract labor, and agents regarding or related to any aspects, features, content, capabilities or services (other than ISP Services and the domain names of www.pnv.net and www.parknview.net) offered on or through any website or domain that

(a) is associated with or is accessible at the URL www.pnv.com, www.parknview.com, including without limitation any site or domain associated with or accessible at any URL that begins with such address, regardless of extension, or that automatically redirects to any such URL;

(b) is operated by or on behalf of Assignor in any manner that may be seen as seamlessly integrated with any such website or domain; or

(c) may appear to the average viewer to be a part of such websites or domains (collectively, the "Website").

Without limiting the generality of the foregoing sentence, the Excluded Business also includes particularly, but is not limited to, all business and activities relating to the operation, maintenance, servicing, advertising, or developing of:

- (i) the Website and electronic mail subscriber services associated therewith (regardless of e-mail address);
- (ii) website and electronic mail subscriber, visitor, and customer information collection, manipulation, and use;
- (iii) online advertising; online content creation, publication, dissemination, and aggregation; mail and electronic messaging
- (iv) interactive tools including but not limited to web-accessible banking and financial tools, weight, mileage and hours logging tools, reporting tools, load matching tools, bulletin boards, route planning tools, and shopping tools;
- (v) online content, including but not limited to directories, help files, tips files, databases of all sorts, news reporting, and classifieds;
- (vi) downloadable electronic publications, namely, magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;
- (vii) providing on-line magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;
- (viii) dissemination of advertising for others via an on-line electronic communications network;
- (ix) providing information regarding the trucking industry and related information of interest to truck drivers via a global computer information network; and
- (x) aggregation and coordination of any or all of the foregoing.

2. Assignee hereby appoints Assignor as its representative and agent with the limited authority to act before the Patent and Trademark Office to divide any applications relating to both the Assigned Trademarks and the Excluded Business.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, **FOREVER**, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment in accordance with the terms of the Purchase Agreement.

01 03:16P Robert May

KILPATRICK STOCKING LLP

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

ASSIGNOR:

PNV INC.

By: 

Name: _____

Title: CEO

ASSIGNEE:

TTI HOLDINGS INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

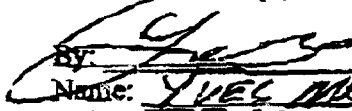
ASSIGNOR:

PNV INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

TTI HOLDINGS INC.

By: 
Name: YUEC MAYNARD
Title: PRESIDENT

KILPATRICK STOCKTON LLP

Attorneys at Law
3500 One First Union Center
301 South College Street
Charlotte, North Carolina 28202-6001
Telephone: 704.338.5000
Facsimile: 704.338.5125
Web site: www.kilpatrickstockton.com

February 21, 2001

THOMAS E. GRAHAM
E-mail: TGraham@KilpatrickStockton.com
Direct Dial: 704.338.5209

Andrew S. Neely, Esquire
Luedeka, Neely & Graham, P.C.
Suite 1871
Riverview Tower
900 South Gay Street
Knoxville, TN 37902

RECEIVED

FEB 26 2001

LUEDEKA, NEELY, & GRAHAM, P.C.

RE: Division of PNV Pending Applications

- (1) *U.S. Trademark Application for PNV.NET
Serial No. 75/699,559 ✓*
- (2) *U.S. Trademark Application for PNV
Serial No. 75/806,292 ✓*
- (3) *U.S. Trademark Application for PNV
Serial No. 75/806,275 ✓*
- (4) *U.S. Trademark Application for PNV
Serial No. 75/806,276 ✓*

Dear Andy:

We propose to divide the above-referenced applications as follows:

1. PNV.NET (75/699,569). For Class 038, we will have one application with the following description:

IC 038. Telephone communication services; electronic store and forward of messaging; electronic voice messaging, namely, the recording, storage and subsequent transmission of voice message by telephone; cable television transmissions; providing telecommunications connections to a global computer network; telecommunication services, namely ISDN and personal communication services; broadcasting programs via a global computer network; television broadcasting; wireless communications services, namely, digital and cellular telephone and facsimile services; and providing multiple-user access to a global computer information network

which would be owned and prosecuted by TTI and one application with this description:

IC 038. Electronic mail services

Andrew S. Neely, Esquire

February 21, 2001

Page 2

which would be owned and prosecuted by Randall (subject to closing) or another purchaser of that portion of the PNV business.

2. PNV (75/806,292). The TTI application will have the following description:

IC 009. Pre-paid telephone calling cards, magnetically encoded.

The other application will have the following description:

IC 009. Downloadable electronic publication, namely, magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network

IC 042. Computer services, namely providing on-line magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network

3. PNV (75/806,275). The TTI application will have the following description:

IC 038. Telephone communication services; electronic store and forward of messaging; electronic voice messaging, namely, the recording, storage, and subsequent transmission of voice message by telephone; ; cable television transmissions; providing telecommunications connections to a global computer network; telecommunication services, namely, ISDN and personal communication services; broadcasting programs via a global computer network; television broadcasting; wireless telecommunications services; namely, digital and cellular telephone and facsimile services; providing multiple-user access to a global computer network.

The other application will have the following description:

IC 038. Electronic mail services; electronic transmission of messages and data

4. PNV (75/806,276). The TTI application will have the following description:

IC 035. Advertising services, namely providing advertising space in a periodical; providing television advertising for others

KILPATRICK STOCKTON LLP

Andrew S. Neely, Esquire
February 21, 2001
Page 3

The other application will have the following description:

IC 035. Dissemination of advertising for others via an on-line electronic communications network;

Please let us know if you have any objection to the proposed divisions.

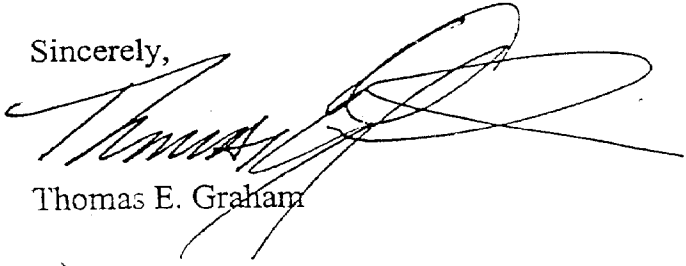
In addition, our records reflect that several PNV.NET applications may still be reflected in the PTO database as pending, but that the due dates for filing a statement of use have passed. We took no action on these applications pursuant to PNV's instructions prior to the filing of the bankruptcy petition. These are:

- 75/701,703 – Statement of Use was due 1/18/01 – not correct serial # Kick Assets owned by muventures
- ~~75/701,072 – Statement of Use was due 10/18/00 – Abandoned~~
- ~~75/701,071 – Statement of use was due 10/18/00 – Abandoned~~
- ~~75/699,525 – Statement of use was due 10/11/00 – Abandoned~~
- 75/699,567 – Statement of use was due 1/18/01 ✓ (1/18/01) Tm office doesn't show if extension was filed or not

Further, we are transmitting with this letter the applications and correspondence with the Patent and Trademark Office for the currently pending applications listed in the shared assignment that do not need to be divided. These are:

- 75/679,711 – PNV CONNECT not the correct serial # this is for FLUOROSEPT-carpet cleaner
- 75/806,296 – PNV – we have this one + it is active

Please contact us if you have any questions or need additional information.

Sincerely,

Thomas E. Graham

Enclosures
cc: James M. O'Connell, Esq. (w/o enclosures)

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 03/07/2002 15:54:59 ET

Serial Number 75699569

Registration Number: (NOT AVAILABLE)

Mark (words only): PNV.NET

Current Status A request for the third extension of time to file a statement of use has been granted.

Date of Status: 2002-01-24

Filing Date: 1999-05-07

The Notice of Allowance Date is: 2000-08-22

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMO Law Office 113

CURRENT APPLICANT(S)/OWNER(S)

1. PNV INC.

Address:

PNV INC.
11711 NW 39TH STREET
CORAL SPRINGS, FL 35065
United States

Country of Citizenship: United States

Incorporated in State: Delaware

Legal Entity Type: Corporation

GOODS AND/OR SERVICES

ELECTRONIC MAIL SERVICES

International Class: 038

First Use Date: 19991001

First Use in Commerce Date: 19991001

Basis: 1(a), 1(b)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2002-01-24 - Extension 3 granted

2002-01-07 - Extension 3 filed

2001-09-08 - Extension 2 granted

2001-03-15 - Extension 2 filed

2001-09-08 - Divisional processing completed

2001-03-15 - Divisional request received

2001-02-22 - Extension 1 granted

2001-02-22 - Extension 1 filed

2000-08-22 - Notice of allowance - mailed

2000-05-30 - Published for opposition

2000-04-28 - Notice of publication

2000-03-28 - Approved for Pub - Principal Register (Initial exam)

2000-01-04 - Communication received from applicant

1999-11-05 - Non-final action mailed

1999-10-14 - Case file assigned to examining attorney

1999-09-17 - Case file assigned to examining attorney

CONTACT INFORMATION

Correspondent (Owner)

ELIZABETH PASQUINE (Attorney of record)

ELIZABETH PASQUINE
KILPATRICK STOCKTON, LLP
ONE 1 ST UNION
301 S COLLEGE ST
CHARLOTTE NC 28202-6000
United States

REQUEST TO DIVIDE APPLICATION

**In The United States Patent and Trademark Office
Trademark Examining Operation**

Applicant: PNV Inc.
Serial No. 75/806,292
Filing Date: September 22, 1999
Mark: PNV
Examining Attorney: Rebecca L. Gilbert
Law Office: 113

Hon. Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attn: Box ITU/Divisional Unit

**REQUEST TO DIVIDE APPLICATION
PURSUANT TO 37 C.F.R. § 2.87**

Applicant PNV Inc. hereby requests that the above-identified Application be divided into two applications as follows. The fee of \$100 for dividing the application, pursuant to 37 C.F.R. § 2.6(A)(19) is submitted herewith.

Parent Application:

Class 009 Pre-paid telephone calling cards, magnetically encoded

A Statement of Use for these goods is being filed simultaneously with this Request to Divide. The fee of \$100 for the Statement of Use is submitted herewith.

and by making a new separate application, consisting of:

Class 009 Downloadable electronic publication, namely, magazines featuring articles and information of general interest to truckers disseminated by means of the internet

Class 042: Computer services, namely providing on-line magazines featuring articles and information of general interest to truckers disseminated by means of the internet

No use in commerce is claimed yet. The fee of \$325 for the new application is submitted herewith.

If you have any questions or need additional information, please contact us.

Respectfully submitted,

Date: March 15, 2001

By: 

Thomas E. Graham
Elizabeth Pasquine
Attorneys for Applicant
KILPATRICK STOCKTON LLP
3500 One First Union Center
301 South College Street
Charlotte, NC 28202-6001
Telephone (704) 338-5000
Facsimile (704) 338-5125

31987-252158
CLTLIB01:627593.1

May 19, 2001

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Action on the merits should be expected from the Patent and Trademark Office in approximately 06 months from the filing date. When inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

JULIA C. ARCHER
KIRKPATRICK STOCKTON LLP
1001 WEST FOURTH STREET
WINSTON-SALEM, NC 27101-2400

ATTORNEY
REFERENCE NUMBER

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Examination File Receipt Section. Or fax a request to 703-308-9096. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/980818
FILING DATE: Sep 22, 1999
REGISTER: Principal
LAW OFFICE: 113
MARK: PNV
MARK TYPE(S): Trademark
DRAWING TYPE: Words, letters, or numbers in typed form
FILING BASIS: Sect. 1(b) (Intent to Use)

ATTORNEY: JULIA C. ARCHER

OWNER: PNV INC. (DELAWARE, Corporation)
11711 NW 39TH STREET
CORAL SPRINGS, FLORIDA 35065

FOR: PRE-PAID TELEPHONE CALLING CARDS, MAGNETICALLY ENCODED
INT. CLASS: 009
FIRST USE: Nov 1, 1999 USE IN COMMERCE: Nov 1, 1999

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

REQUEST TO DIVIDE APPLICATION

**In The United States Patent and Trademark Office
Trademark Examining Operation**

Applicant: PNV Inc.
Serial No.: 75/806,275
Filing Date: September 22, 1999
Mark: PNV
Examining Attorney: Rebecca L. Gilbert
Law Office: 113

DOCKETED

FOR: TEG
DUE DATE: n/a

Hon. Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attn: Box 1TU/Divisional Unit

ON: 3/21/01 **BY:** clb

**REQUEST TO DIVIDE APPLICATION
PURSUANT TO 37 C.F.R. § 2.87**

Applicant PNV Inc. hereby requests that the above-identified Application be divided into two applications as follows. The fee of \$100 for dividing the application, pursuant to 37 C.F.R. § 2.6(A)(19) is submitted herewith.

Class 038: Telephone communication services; electronic voice messaging, namely, the recording, storage and subsequent transmission of voice message by telephone; cable television transmissions; providing telecommunications connections to the internet; telecommunication services, namely, personal communications services; broadcasting programs via the internet; television broadcasting; wireless telecommunications services, namely, digital and cellular telephone and facsimile services; and providing multiple-user access to the internet

A Statement of Use for these services is being filed simultaneously with this Request to Divide. The fee of \$100 for the Statement of Use is submitted herewith.

and by making a new separate application, consisting of:

Class 038: Electronic mail services; and electronic transmission of messages and data

No use in commerce is claimed yet. The fee of \$325 for the new application is submitted herewith.

Applicant requests, and has also requested in the Statement of Use, deletion of the following language from the recitation of services:

Class 038: **Electronic store and forward of messaging;**

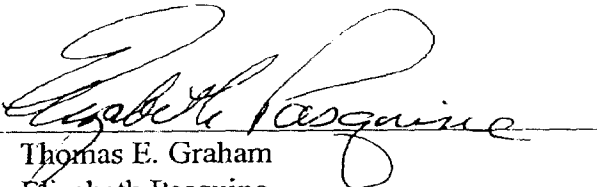
Please delete only "ISDN and" from the phrase "telecommunication services, namely, ISDN and personal communication services;"

If you have any questions or need additional information, please contact us.

Respectfully submitted,

Date: March 15, 2001

By:



Thomas E. Graham

Elizabeth Pasquine

Attorneys for Applicant

KILPATRICK STOCKTON LLP

3500 One First Union Center

301 South College Street

Charlotte, NC 28202-6001

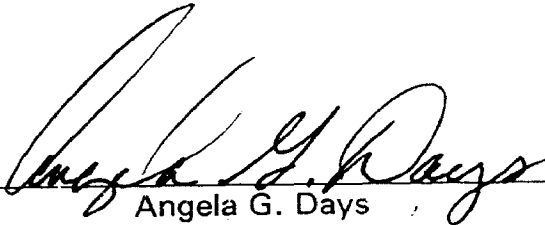
Telephone (704) 338-5000

Facsimile (704) 338-5125

EXPRESS MAIL CERTIFICATE

"Express Mail" mailing label no. : EF 178694223 US
Date of Deposit : March 15, 2001
Type of Document(s) : Request to Divide Application
Statement of Use
Check
: Return Postcard
Serial No. : 75/806,275
Filing Date : September 22, 1999

I hereby certify that the documents identified above are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Commissioner for Trademarks, BOX ITU /Divisional Unit 2900 Crystal Drive, Arlington, VA Washington, D.C. 22202-3513.


Angela G. Days

FILING RECEIPT FOR TRADEMARK DIVISIONAL APPLICATION

Receipt of the divisional application request and filing fee is acknowledged for the MARK identified below. The divisional application has been given the DATE OF FILING of its corresponding PARENT SERIAL NUMBER set forth below. Further processing of the divisional application will occur in accordance with the standard procedure of the Patent and Trademark Office. When inquiring about the divisional application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME and MARK.

JULIA C. ARCHER
 KIPATRICK STOCKTON LLP
 1001 WEST FOURTH STREET
 WINSTON-SALEM, NORTH CAROLINA 27101-2400

ATTORNEY
 REFERENCE NUMBER

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Office of Trademark Program Control. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/980773
 FILING DATE: Sep 22, 1999
 REGISTER: Principal
 LAW OFFICE: 113
 MARK: PNV
 MARK TYPE(S): Service Mark
 DRAWING TYPE: Words, letters, or numbers in typed form
 FILING BASIS: Sect. 1(b) (Intent to Use)

PARENT SERIAL NUMBER: 75/806275

ATTORNEY: JULIA C. ARCHER

OWNER: PNV NC. (DELAWARE, Corporation)
 1171 NW 38TH STREET
 CORAL SPRINGS, FLORIDA 35065

FOR: Telephone communication services; electronic voice messaging, namely, the recording, storage, and subsequent transmission of voice message by telephone; cable television transmissions; providing telecommunications connections to the internet global; telecommunication services, namely, personal communication services; broadcasting programs via the internet; television broadcasting; wireless telecommunications services; namely, digital and cellular telephone and facsimile services; providing multiple-user access to the internet

INT. CLASS: 038

FIRST USE: Nov 1, 1999 USE IN COMMERCE: Nov 1, 1999

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

REQUEST TO DIVIDE APPLICATION

**In The United States Patent and Trademark Office
Trademark Examining Operation**

Applicant: PNV Inc.
Serial No.: 75/806,276
Filing Date: September 22, 1999
Mark: PNV
Examining Attorney: Rebecca L. Gilbert
Law Office: 113

DOCKETED

FOR: 3/21/2001 TEG
DUE DATE: N/A

Hon. Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attn: Box ITU/Divisional Unit

ON: 3/21/01 **BY:** lch

**REQUEST TO DIVIDE APPLICATION
PURSUANT TO 37 C.F.R. § 2.87**

Applicant PNV Inc. hereby requests that the above-identified Application be divided into two applications as follows. The fee of \$100 for dividing the application, pursuant to 37 C.F.R. § 2.6(A)(19) is submitted herewith.

Parent Application:

Class 035 Advertising services, namely providing advertising space in a periodical;
providing television advertising for others

A Statement of Use for these goods is being filed simultaneously with this Request to Divide.
The fee of \$100 for the Statement of Use is submitted herewith.

and by making a new separate application, consisting of:

Class 035: Dissemination of advertising for others via an on-line electronic communications
network

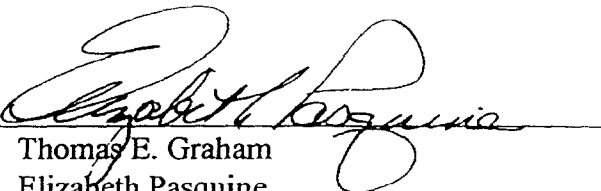
No use in commerce is claimed yet. The fee of \$325 for the new application is submitted
herewith.

If you have any questions or need additional information, please contact us.

Respectfully submitted,

Date: March 15, 2001

By:



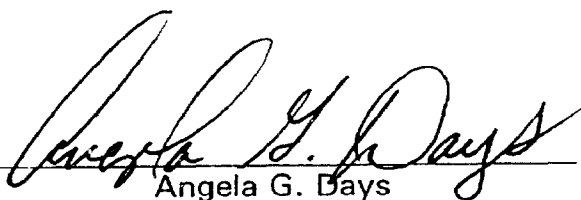
Thomas E. Graham
Elizabeth Pasquine
Attorneys for Applicant
KILPATRICK STOCKTON LLP
3500 One First Union Center
301 South College Street
Charlotte, NC 28202-6001
Telephone (704) 338-5000
Facsimile (704) 338-5125

31987-252158
CLTLIB01:627606.1

EXPRESS MAIL CERTIFICATE

"Express Mail" mailing label no. : EF 178694237 US
Date of Deposit : March 15, 2001
Type of Document(s) : Request to Divide Application
Statement of Use
Check
: Return Postcard
Serial No. : 75/806,276
Filing Date : September 22, 1999

I hereby certify that the documents identified above are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Commissioner for Trademarks, BOX ITU /Divisional Unit 2900 Crystal Drive, Arlington, VA Washington, D.C. 22202-3513.


Angela G. Days

FILING RECEIPT FOR TRADEMARK DIVISIONAL APPLICATION

Receipt of the divisional application request and filing fee is acknowledged for the MARK identified below. The divisional application has been given the DATE OF FILING of its corresponding PARENT SERIAL NUMBER set forth below. Further processing of the divisional application will occur in accordance with the standard procedure of the Patent and Trademark Office. When inquiring about the divisional application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME and MARK.

JULIA C. ARCHER
KILPATRICK STOCKTON LLP
1001 WEST FOURTH STREET
WINSTON-SALEM, NC 27101

**ATTORNEY
REFERENCE NUMBER**

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Office of Trademark Program Control. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/980760
FILING DATE: Sep 22, 1999
REGISTER: Principal
LAW OFFICE: 113
MARK: PNV
MARK TYPE(S): Service Mark
DRAWING TYPE: Words, letters, or numbers in typed form
FILING BASIS: Sect. 1(b) (Intent to Use)

PARENT SERIAL NUMBER: 75/806276

ATTORNEY: JULIA C. ARCHER

OWNER: PNV.net, Inc. (DELAWARE, Corporation)
11711 NW 39th Street
Coral Springs, FLORIDA 33065

FOR: Advertising services, namely providing advertising space in a periodical; providing television advertising for others

INT. CLASS: 035

FIRST USE: Nov 1, 1999 USE IN COMMERCE: Nov 1, 1999

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

COPY

Serial Nos. 75/806,292, 75/806,296, 75/806,276, 75/806,275, 75/699,567
75/699,569, 75/701,072 & 75/679,722

Atty File No. 56404.00/C-7443.0 March 21, 2001

Conveying Party: PNV Inc. Receiving Party: TTI Holdings, Inc.

Enclosure(s): (1) Check No. 43801 for \$320.00
(2) Recordation Form Cover Sheet (1 page)
(Includes Certificate of Mailing)
(3) Assignment (5 pages)

Box ASSIGNMENT
Office of Public Records
U.S. Patent & Trademark Office
Crystal Gateway, Room 335
Washington, DC 20231

Sir:

Please acknowledge receipt of the above-identified documents by applying the Patent and Trademark Office receipt stamp hereto and mailing this card.

Respectfully,
LUEDEKA, NEELY & GRAHAM, P.C.
ASN:cmw

56404.asg.pc

COPY

TRADEMARK
REEL: 2534 FRAME: 0898

LUEDEKA NEELY & GRAHAM PC
OPERATING ACCOUNT
P.O. BOX 1871
KNOXVILLE, TN 37901-1871
(865) 546-4305

HOME FEDERAL BANK
OF TENNESSEE, F.S.B.
KNOXVILLE, TN 37901
87-7139/2642

43801

March 21, 2001

PAY TO THE ORDER OF Commissioner of Patents and Trademarks

\$ \$320.00

Three Hundred Twenty Dollars and no/100

COPY

DOLLARS

File # 56404.00 C-7443.0 (ASN:cmw)

LUEDEKA NEELY & GRAHAM PC

MEMO

⑈04380⑈ ⑆264271390⑆0562110150⑈

LUEDEKA NEELY & GRAHAM PC / OPERATING ACCOUNT

43801

File No. 56404.00, C-7443.0

For: Assignment of 8 documents

MES:cmw
56404.ASG...k

TRADEMARKS ONLY

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

1. Name of conveying party(ies):
PNV Inc

Individual(s) Association
 General Partnership Other
 Limited Partnership
 Corporation - Delaware

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

2. Name and address of receiving party(ies):
Name:
TTI Holdings, Inc.

Street Address:
11711 NW 39th Street
Coral Springs, FL 33055

Individual(s) citizenship:
 Association
 General Partnership
 Limited Partnership
 Corporation - Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Change of Name Other
 Security Agreement

Execution Date: February 14, 2001

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

A. Trademark Application No(s):
75/806,292 75/699,567
75/806,196 75/699,569
75/806,276 75/701,072
75/806,275 75/679,722

B. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Andrew S Neely
LUEDEKA, NEELY & GRAHAM, P.C.
P. O. Box 1871
Knoxville, TN 37901

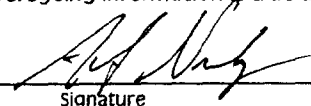
6. Total number of applications and registrations involved:
8

7. Total fee (37 CFR 3.41).....\$ **320.00**
 Enclosed
 Please charge to negoti account any missing or additional fee

8. Deposit Account No. **12-2355**

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.

Andrew S. Neely  3/21/01
Name of Person Signing Signature Date

Total number of pages including cover sheet: [6]

C:\draft\56404.asg.cov

*** CERTIFICATE OF MAILING ***

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Assignment, Office of Public Records, U.S. Patent and Trademark Office, Crystal Gateway 4, Room 335, Washington, D.C. 20231

on 3/21/01
date 
Andrew S. Neely 28,979

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, dated February 14, 2001 by and between PNV Inc., a Delaware corporation ("Assignor") and TTI HOLDINGS INC., a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of January 10, 2001 (as amended, the "Purchase Agreement");

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor's interest in any trademark, service mark or trade name to the extent that such mark or trade name is used in connection with or is associated with the business represented by the assets transferred under the Purchase Agreement ("Marks");

WHEREAS, Assignor did not agree to transfer and does not hereby transfer to Assignee any assets associated with a division of its business commonly referred to as "pnv.com," which includes Internet services to the long haul trucking industry associated with or provided through the web site and internet portal located at the uniform resource locator ("URL") www.pnv.com and all business activities relating to the operation, maintenance, servicing, advertising, or developing of that web site or related web sites ("Excluded Business," as further defined below) and Assignor did not agree to transfer and does not hereby transfer to Assignee any trademarks, service marks or trade names, or any goodwill therein, to the extent associated with or used in connection with the Excluded Business;

WHEREAS, Assignor is the owner of United States Registrations and Applications ("Registrations and Applications") listed below:

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>U. S. Reg. No.</u>	<u>Registration Date</u>
PNV	75/806,292		
PNV	75/806,296		
PNV	75/806,276		
PNV	75/806,275		
PNV.NET	75/699,567 (abandoned but possibly revivable)		
PNV.NET	75/699,569		
PNV.NET	75/701,072 (abandoned but possibly revivable)		
PNV CONNECT	75/679,722		

COPY

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

1. ASSIGNOR, hereby assigns to ASSIGNEE all of its right, title, and interest in and to the Marks and those portions of the Registrations and Applications which relate to the Marks ("Assigned Trademarks"), including all Included Business (as hereinafter defined) associated with the Assigned Trademarks, together with the goodwill of the Included Business symbolized by the Assigned Trademarks, and any and all rights of action for infringement thereof, but Assignor does not assign any trademark, service mark or trade name, or any goodwill therein, to the extent that such mark or trade name is used in connection with the Excluded Business.

For purposes of this Agreement, the term "Included Business" shall mean all of the business and activities of Assignor and its representatives, contract labor, and agents except for the Excluded Business. By separate agreement, the domain names of pnv.net and parknview.net have been assigned by Assignor to Assignee. Without limiting the foregoing Included Business shall include the following:

- (a) Cable or wireless transmission to or from a user inside of a cab of a truck of internet service provider functions("ISP Services");
- (b) ISP Services from a kiosk located in a truck stop or a trucking terminal using the pnv.net domain name or any other domain name determined by Assignee (other than pnv.com or parknview.com);
- (c) Telephone services including pre-paid, coin, and coinless telephone services;
- (d) Cable TV and entertainment services; and
- (e) Advertising, creation, publication, dissemination, and aggregation of a print-based magazine.

For purposes of this Agreement, the term "Excluded Business" shall mean all business and activities of Assignor and its representatives, contract labor, and agents regarding or related to any aspects, features, content, capabilities or services (other than ISP Services and the domain names of www.pnv.net and www.parknview.net) offered on or through any website or domain that

(a) is associated with or is accessible at the URL www.pnv.com, www.parknview.com, including without limitation any site or domain associated with or accessible at any URL that begins with such address, regardless of extension, or that automatically redirects to any such URL;

(b) is operated by or on behalf of Assignor in any manner that may be seen as seamlessly integrated with any such website or domain; or

(c) may appear to the average viewer to be a part of such websites or domains (collectively, the "Website").

2 COPY.

Without limiting the generality of the foregoing sentence, the Excluded Business also includes, particularly, but is not limited to, all business and activities relating to the operation, maintenance, servicing, advertising, or developing of:

- (i) the Website and electronic mail subscriber services associated therewith (regardless of e-mail address);
- (ii) website and electronic mail subscriber, visitor, and customer information collection, manipulation, and use;
- (iii) online advertising; online content creation, publication, dissemination, and aggregation; mail and electronic messaging
- (iv) interactive tools including but not limited to web-accessible banking and financial tools, weight, mileage and hours logging tools, reporting tools, load matching tools, bulletin boards, route planning tools, and shopping tools;
- (v) online content, including but not limited to directories, help files, tips files, databases of all sorts, news reporting, and classifieds;
- (vi) downloadable electronic publications, namely, magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;
- (vii) providing on-line magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;
- (viii) dissemination of advertising for others via an on-line electronic communications network;
- (ix) providing information regarding the trucking industry and related information of interest to truck drivers via a global computer information network; and
- (x) aggregation and coordination of any or all of the foregoing.

2. Assignee hereby appoints Assignor as its representative and agent with the limited authority to act before the Patent and Trademark Office to divide any applications relating to both the Assigned Trademarks and the Excluded Business.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, **FOREVER**, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment in accordance with the terms of the Purchase Agreement.

COPY

03/20/01 16:00 FAX 954 523 287
02/14/01 17:37 FAX 918 420 1800

BERGER SINGERMAN
KILPATRICK STOCK

008/012

008

P.02

008

03-14-01 03:16P Robert May

KILPATRICK STOCKHOLDERS LLP

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

ASSIGNOR:

PNVINC.

By: _____

Name: _____

Title: _____

COPY

ASSIGNEE:

TIT HOLDINGS INC.

By: _____

Name: _____

Title: _____

COPY

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

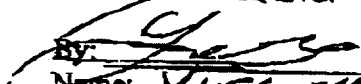
ASSIGNOR:

PNV INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

TTI HOLDINGS INC.

By: 
Name: YVEL MAYNARD
Title: PRESIDENT