

07-01-2002

FORM PTO-1594



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102139983

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

1. Name of conveying party(ies):
 PNV Inc. **6-26-02**

Individual(s) Association
 General Partnership Other
 Limited Partnership
 Limited Liability Company
 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:
 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

OFFICE OF PUBLIC RECORDS
 JUN 26 10 12 AM '02
 FINANCE SECTION

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).

~~75/806,296~~ 75/826,321
 75/679,722 75/877,218
 75/806,298 75/806,278

B. Trademark Registration No(s).

2,339,788 2,362,667
 1,948,428 2,240,722

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:
 10

7. Total fee (37 CFR 3.41).....\$265.00
 Enclosed
 Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12-2355

06/28/2002 TDIAZ1 00000097 75806296

01 FC:481 40.00/OP
 02 FC:482 225.00/OP

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

June 21, 2002
 Date

Total number of pages including cover sheet: [6]

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*** 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 June 21, 2002
 Date

Andrew S. Neely, Reg. No. 28,979

TRADEMARK
REEL: 002535 FRAME: 0341

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 **parkview.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 **parkview.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.parkview.net**) offered on or through any website or domain that

(a) is associated with or is accessible at the URL **www.pnv.com**, **www.parkview.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.

03/20/01 16:00 FAX 954 523 287
02/14/01 17:37 FAX 919 420 1800

BERGER SINGERMAN
KILPATRICK STOCK

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19002

eb-4-01 09:16P Robert May

KILPATRICK STOCK INC

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

ASSIGNOR:

PNV INC.

By: [Signature]
Name: [Signature]
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: YUEL MAYNARD
Title: PRESIDENT