

08-20-2002



8-20-02

102196271

FORM COVER SHEET
TRADEMARKS ONLY

Honorable Commissioner of Patents and Trademarks:
Box Assignments
Washington, D.C. 20231

Please record the attached original
documents or copy thereof:

1. Name of conveying party(ies):
ATX Forms, Inc.
52 Sweden Street
P.O. Box 1040
Caribou, Maine 04736
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation—Maine
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
ATX II, LLC
c/o United Communications Group Limited Partnership
11300 Rockville Pike, Suite 1100
Rockville, Maryland 20852-3030
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other – Limited Liability Company – Maryland
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) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: August 1, 2002

4. Application number(s) or registration number(s):
Trademark registration No.(s): 2,514,253; 2,483,728; 2,382,186; 2,503,885; 2,356,742; 2,262,821; 2,442,492
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:
Alissa Land
Howrey Simon Arnold & White, LLP
1299 Pennsylvania Avenue, NW
Washington, DC 20004

6. Total number of applications and registrations involved:
_____ 7 _____
7. Total fee (37 C.F.R. § 3.41): \$ 190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 01-2508/07362.0014.000000

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.

Alissa Land
Name of Person Signing
Alissa Land
Signature
August 19, 2002
Date

08/20/2002 JIALAH2 00000020 012508 2514253
01 FC:481 40.00 CH
02 FC:482 150.00 CH

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 1st day of August, 2002, between, **ATX FORMS, INC.**, a Maine corporation, with offices located at 52 Sweden Street, P.O. Box 1040, Caribou, Maine 04736 (the "Assignor"), and **ATX II, LLC**, a limited liability company organized and existing under the laws of the State of Maryland, with offices at c/o Untied Communications Group Limited Partnership, 11300 Rockville Pike, Suite 1100, Rockville, Maryland 20852-3030 (the "Assignee").

WHEREAS, Assignors are using and are the owners of certain trademarks listed on the annexed Schedule "A" (collectively, the "Trademarks");

WHEREAS, Assignee wishes to acquire all Assignor's right, title and interest in and to the Trademarks, worldwide, including the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby contributes, assigns, transfers, and conveys unto Assignee all Assignor's rights, title and interest in and to the Trademarks, worldwide, whether statutory or at common law or otherwise, including all applications and registrations thereof, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof. This trademark assignment shall be for the benefit of Assignee, its successors, assigns, and licensees. The Trademarks are listed on Schedule "A" attached hereto.

2. Assignor shall take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effect the transfer to Assignee of the Trademarks, including, without limitation, executing such further assignments of the Trademarks (including without limitation, another copy of this trademark assignment) as are deemed necessary or appropriate by Assignee in the event the transfer to Assignee of any pending applications for the Trademarks can not be effected as of the date of this assignment. Assignor shall make such further applications for the Trademarks as are requested by Assignee, and, upon written request by Assignee, Assignor shall promptly assign such applications to Assignee.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to record the trademark registrations, applications and title thereto, to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

4. Solely to properly and completely effect the transfer to Assignee of the Trademarks and to maintain and protect the Trademarks, Assignor hereby constitutes and appoints each of the present and future officers of Assignee as Assignor's true and lawful

attorney-in-fact, with full power of substitution, to execute and make appropriate disposition of documents in Assignor's name, and to take whatever further action is necessary or advisable for these purposes. This appointment is irrevocable and coupled with an interest.


5. This trademark assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of August 1, 2002.

ATX FORMS, INC.

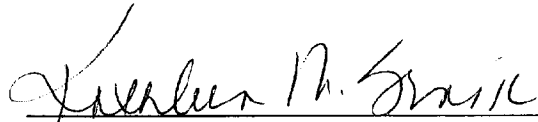
By: 
Glynn Willett, Chief Executive Officer

ATX II, LLC

By: 
Todd Foreman, Vice President of UCG, Inc., the general partner of United Communications Group Limited Partnership, the sole Member

DISTRICT OF COLUMBIA)ss.:
CITY OF WASHINGTON)

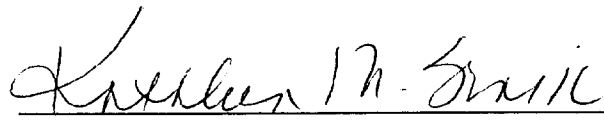
On this 1st day of August, 2002, there appeared before me GLYNN WILLETT, as Chief Executive Officer of ATX Forms, Inc. personally known to me, who acknowledged that he signed the foregoing Trademark Assignment on behalf and with the full authority of ATX Forms, Inc.



Notary Public 5/14/05

DISTRICT OF COLUMBIA)ss.:
CITY OF WASHINGTON)

On this 1st day of August, 2002, there appeared before me TODD FOREMAN, Vice President of UCG, Inc., the general partner of United Communications Group Limited Partnership the sole member of ATX II, LLC, personally known to me, who acknowledged that he signed the foregoing Bill of Sale and Assignment on behalf and with the full authority of ATX II, LLC.



Notary Public 5/14/05

Schedule A

| <u>Trademark</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|-------------------------|---------------------------------|--------------------------------|
| ATX FORMS, INC. | December 4, 2001 | 2,514,253 |
| ATX FORMS | August 28, 2001 | 2,483,728 |
| HOTFORMS | September 5, 2001 | 2,382,186 |
| MAX and Design | November 6, 2001 | 2,503,885 |
| SABERPRO | June 13, 2000 | 2,356,742 |
| TAXSOLVER | July 20, 1999 | 2,262,821 |
| ZILLIONFORMS* | April 10, 2001 | 2,442,492 |

All trademarks are for Class 9 (US Class 21, 23, 26, 36 and 38)