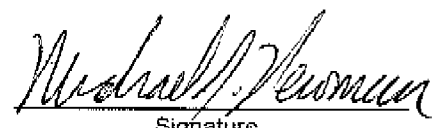


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> J. G. VanDyke & Associates, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Wang Government Services, Inc.</u> Internal Address: _____ Street Address: <u>7900 Westpark Drive</u> City: <u>McLean</u> State: <u>VA</u> Zip: <u>22102-4299</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <u>Transfer and Assumption of Assets Agreement</u> Execution Date: <u>May 9, 2000</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,977,778</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Michael J. Newman</u> Internal Address: <u>Kirkland &amp; Ellis</u>  Street Address: <u>200 E. Randolph</u>  City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span>  <b>7. Total fee (37 CFR 3.41):</b> \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account and for any additional fees and/or credit  <b>8. Deposit account number:</b> <u>22-0440</u>	
DO NOT USE THIS SPACE		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Michael J. Newman</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>11/26/02</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">3</span> </div>		

36762-153

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

## TRANSFER AND ASSUMPTION OF ASSETS AGREEMENT

THIS TRANSFER AND ASSUMPTION OF ASSETS AGREEMENT made as of May 9, 2000, by and between J. G. VAN DYKE & ASSOCIATES, INC., a Maryland Corporation ("Transferor") and WANG GOVERNMENT SERVICES, INC., a Delaware Corporation ("Transferee").

### WITNESSETH

WHEREAS, Transferee acquired 100% of the stock of transferor, pursuant to a Stock Purchase and Sale Agreement, dated December 1, 1998;

WHEREAS, as a result of said Stock Purchase and Sale Agreement, Transferor became a wholly-owned subsidiary of Transferee;

WHEREAS, both Transferor and Transferee are presently performing under various federal, state and local ("Government Services") contracts;

WHEREAS, Transferor wishes to transfer all of its Government Services contracts and all assets necessary to perform such contracts along with the related liabilities including, without limitation, the performance obligations under the Government Services contracts (the "Net Government Services Assets") to Transferee as of October 1, 1999 (the "Transfer Date") and

WHEREAS, Transferee wishes to accept the Net Government Services Assets on the Transfer Date.

NOW THEREFORE, in consideration of the foregoing and mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Transfer of Assets. Subject to the provisions hereof and by the United States Government recognizing the Transferee as a successor in interest as of the Transfer Date, Transferor will convey, assign, transfer, and deliver to Transferee, and Transferee will acquire, accept and assume from Transferor, all of the rights to, title to and interest in the Net Government Services Assets. The Net Government Services Assets include, but are not limited to, all the federal contracts of Transferor together with any other Government Services contracts entered into by Transferor on or before the Transfer Date. Transferee assumes all obligations and liabilities related to the Transferor's Government Services business.

2. Representations of Transferor. Transferor represents and warrants to Transferee that Transferor is the lawful owner of the rights to, title to and interests in the Net Government Assets, that Transferor has the right to transfer the rights to, title to and interest in such Net Government Assets free and clear of all liens, claims, security interests, liabilities, pledges, conditions, charges or encumbrances of any kind whatsoever.

3. Further Assurances. Each of the undersigned, upon request of the other party hereto, agrees to acknowledge, execute, deliver and certify any further documents, agreements instrument and certificates, and to perform such further acts, as may be necessary to accomplish and give full effect to this assignment and the transfer of the Net Government Services Assets contemplated hereby.

4. Novation. The parties hereto shall exercise best efforts to novate the existing contractual relationships between Transferor and the U.S. Government. If Transferee determines that any contracts should not be novated or the parties are unable to obtain the agreement of the U.S. Government to substitute by novation Transferee for Transferor in any contractual relationships, Transferor will subcontract with the Transferee to perform its obligations under such contracts, but Transferor shall remain as the responsible contracting party on such contracts. Transferee will perform any and all obligations subcontracted by Transferor under such non-novated U.S. Government contracts.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties in regard to the subject matter hereof and supersedes all prior oral or written agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first written above.

J. G. VAN DYKE & ASSOCIATES, INC.

By: Alan Rosenberg  
Name: Alan P. Rosenberg  
Title: Executive Vice President

WANG GOVERNMENT SERVICES, INC.

By: Joseph F. Spaniol III  
Name: Joseph F. Spaniol III  
Title: Vice President