

10-16-2002



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

REC-102250683

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Interface Systems, Inc. 5855 Interface Drive Ann Arbor, MI 48103 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

10-9-02

2. Name and address of receiving party(ies) Name: DynamicFax, Inc. Internal Address: Street Address: 4203 Galleria Drive City: Rockford State: IL Zip: 61111 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Illinois [] 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: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: September 29, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1740965 1717650, 1404713, 1371041, 1300355 Additional number(s) attached [] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: William A. Reilly II Internal Address: McGreevy, Johnson & Williams Street Address: 6735 Vistagreen Way City: Rockford State: IL Zip: 61107

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41) \$ 140.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. William A. Reilly Name of Person Signing [Signature] Signature 9-27-02 Date

Total number of pages including cover sheet, attachments, and document: 6

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

10/16/2002 GTOM11 00000081 1740965

01 FC:8521 40.00 DP 02 FC:8522 100.00 DP

TRADEMARK REEL: 002598 FRAME: 0877

PURCHASE AND ASSUMPTION AGREEMENT

This PURCHASE AND ASSUMPTION AGREEMENT (this "Agreement"),
~~made and entered into~~ this 29th day of September, 2000, by and between INTERFACE
SYSTEMS, INC., a Michigan corporation (the "Seller"), and DYNAMIC FAX, INC., an Illinois
corporation, doing business as DFI Communications (the "Purchaser").

WHEREAS, the Cleo software solutions group (the "Division") of the Seller is
engaged in the business of assisting companies with the connection of their personal computers
to legacy mainframes and the management and transportation of communications and files from
the mainframe to electronic data interchange or e-commerce networks, and various activities
related thereto (the "Division's Business");

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires
to purchase from the Seller, substantially all the assets of the Division's Business in the manner
and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Seller desires to assign to the Purchaser, and the Purchaser is
willing to assume, substantially all the obligations and liabilities of the Division's Business
relating to substantially all the assets of the Division's Business, in the manner and subject to the
terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual
covenants, agreements, representations and warranties herein contained, and intending to be
legally bound hereby, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ACQUIRED ASSETS

Section 1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, on the Closing (as defined hereinafter), (a) the Seller shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase, all the Acquired Assets (as defined in Section 1.2(a) hereof), subject to the assumption of certain liabilities of the Seller as set forth in Section 1.3 hereof.

Section 1.2 Acquired Assets and Excluded Assets.

(a) The term "Acquired Assets" means substantially all the business, properties, assets and rights of whatever kind and nature, real or personal, tangible or intangible, other than the Excluded Assets (as defined in Section 1.2(b) hereof), owned or leased by the Seller on the date on which the Closing occurs (the "Closing Date") for the purpose of conducting the Division's Business, but does not include any property or asset of the Seller (x) which is used in the general administration of the Seller's business, (y) not used exclusively for the benefit of the Division or its activities and (z) not necessary for the conduct of the Division's Business, and as set forth below:

- (i) accounts receivable as set forth on Exhibit A attached hereto (the "Accounts Receivable");
- (ii) all inventory, including materials, work-in-process and completed products as set forth on Exhibit B attached hereto (the "Inventory");
- (iii) all fixtures and equipment and other personal property located and used in the design, development, production, sale and distribution of products in the two locations of the Division's Business in Rockford, Illinois and Ann Arbor, Michigan, all

owned, licensed or leased computer hardware, software and systems, telephone or telecopier equipment and agreements with respect thereto, in each case as set forth on Exhibit C attached herein, which exhibit shall include a description of the asset, its location, the date placed in service, any depreciation life or method applicable to the asset and its book value;

(iv) all orders for products produced by the Division's Business to be fulfilled subsequent to the Cut-off Date; all files, correspondence, internal reports and contractual documents exclusively relating to the Division's Business, and all production, advertising, license, distribution, sales representation and other contracts and agreements exclusively relating to the production, sale and distribution of products produced by the Division's Business, whether fully executed or wholly or partially executory, as of the Cut-off Date, including the software license agreements set forth below in this Section 1.2(a) (the "Contracts"); all lists, information and records of the Division's Business relating to past, present and prospective customers and suppliers;

(v) all trademarks, service marks, trade names, Internet domain names, web sites, designs, slogans and general intangibles of like nature, together with all goodwill related to the foregoing (collectively "Trademarks"), patents, copyrights (including any registrations, renewals and applications for any of the foregoing), software (including source code), hardware design documents and files, regulatory approvals (i.e., FCC), technology, trade secrets and other confidential information, know-how, proprietary processes, models and methodologies, in each case exclusively relating to the Division's Business (collectively "Trade Secrets" and together with the foregoing, the "Intellectual Property");

(vi) the DCL Ltd. and RSA licenses; and

(vii) the Lease between Stenstrom General Partnership III and

Seller, relating to the location of the Division's Business in Rockford, Illinois.

(b) The term "Excluded Assets" means:

(i) the Purchase Price referred to in Section 1.4 hereof;

(ii) all rights of the Seller relating to the assets of the Interface

Systems, Inc. 401(k) Plan (the "401(k) Plan");

(iii) all rights of the Seller under this Agreement and the

agreements, instruments and certificates delivered in connection with this Agreement;

(iv) all records prepared in connection with the sale of the

Division's Business, including bids received from third persons and analyses relating to the

Division's Business;

(v) all rights (including tax and other refunds and claims

thereto) relating to the Excluded Liabilities (as defined in Section 1.3(b) hereof);

(vi) any rights, claims or causes of action of the Seller of

whatsoever nature arising under or based upon contract (other than the Contracts), tort or any

Federal, state or local statute, law, ordinance, rule or regulation;

(vii) all cash, cash investments and marketable securities,

including deposits, and governmental licenses, permits and other authorizations.

(viii) all other assets identified in Schedule 1.2(b).

Section 1.3 Assumption of Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement,

the Purchaser shall assume upon the consummation of the Closing, and shall pay, perform and

discharge when due, and shall indemnify the Seller against and hold it harmless from, all

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties
Herein as of the date first above written.

INTERFACE SYSTEMS, INC.

DYNAMIC FAX, INC.

By: B. J. Cassin

By: Duan Hampton

Title: Secretary

Title: President & CEO

McGreevy, Johnson & Williams, P.C.

LAW OFFICES

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BARBARA L. HUFFMAN

September 30, 2002

U.S. Patent and Trademark Office
Commissioner of Patent & Trademarks
Box Assignments
Washington, D.C. 20231

*Re: Assignment of Trademarks: 1740965, 1717650, 1404713, 1371041,
1300355*

Dear Commissioner of Patent & Trademarks:

Enclosed please find documents to record assignment of five registered trademarks. The documents enclosed include:

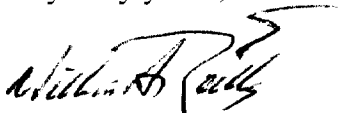
1. Approved recordation form cover sheet.

2. Extract of Purchase and Assumption Agreement assigning the above referenced marks from Interface Systems, Inc. to DynamicFax, Inc., including a copy of the execution page. Note that transfer of the trademarks is provided for in Section 1.2(a)(v) described on page 3 of the Agreement.

3. Fee by check in the amount of \$140.00; \$40 for the first mark and \$25 each for the additional four marks.

If you need additional information or if you have any questions, please do not hesitate to contact me.

Very truly yours,



William A. Reilly II

WAR/sj

Enclosure

cc: Jeffrey Schneider (w/enc.)