

10-31-2002

Attorney Docket No. D1109/30015-18



To The Honorable

102266902

Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Day & Zimmermann, Inc.

102402

2. Name and address of receiving party(ies)

Name: AirMate LLC

Internal Address:

Street Address: 1818 Market Street

City: Philadelphia State: PA Zip: 19103

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State MD
- Other

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company (DE)

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: October 18, 2002

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

4. Application number(s) or patent number(s):

A) Trademark Application No.(s)

B) Trademark Registration No.(s)

10/30/2002 TDIAZ1 00000207 030075 1726103

01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

1,726,103
2,020,536

Additional numbers attached? Yes No

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

CAESAR, RIVISE, BERNSTEIN,
COHEN & POKOTILOW, LTD.

Attn: Eric S. Marzluf, Esq.
12th Floor - 7 Penn Center
1635 Market Street; Phila, PA 19103-2212

6. Total number of applications and registrations involved..... (2)

7. Total fee (37 CFR 3.41)..... \$ 65.00

Authorized to Charge to Deposit Account No. 03-0075 (duplicate attached)
Customer No. 03000

DO NOT USE THIS SPACE

8. 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.

Eric S Marzluf
Name of Person Signing

Eric S Marzluf
Signature

October 21, 2002
Date

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20251

TRADEMARK
REEL: 002608 FRAME: 0279

RECORDS SECTION
OCT 21 9 32 AM '02

TRADEMARK ASSIGNMENT

WHEREAS, DAY & ZIMMERMANN, INC., a corporation organized and existing under the laws of the State of Maryland, having an address at 1818 Market Street, Philadelphia, Pennsylvania 19103 (hereinafter "DZI"), is the owner of all rights, title and interest in and to the United States trademarks and trademark registrations as identified in Exhibit A, attached, (all of said United States trademarks and trademark registrations; hereinafter being collectively referred to as "Trademark Rights") and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, AIRMATE LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having an address at 1818 Market Street, Philadelphia, Pennsylvania 19103 (hereinafter "AIRMATE"), is desirous of acquiring all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, pursuant to a prior transfer on or about December 20, 1999, DZI transferred to AIRMATE and AIRMATE agreed to receive from DZI the Trademark Rights and the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights; and

WHEREAS, DZI and AIRMATE desire to memorialize the transfer of the Trademark Rights and the goodwill associated therewith in a form suitable for recordation.


NOW, THEREFORE, DZI and AIRMATE, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. DZI hereby confirms that on or about December 20, 1999, it transferred to AIRMATE, and does hereby sell, assign and transfer to AIRMATE, and AIRMATE hereby confirms that on or about December 20, 1999 it accepted, and does hereby accept from DZI, all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.

2. DZI further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for Trademark Rights that may be deemed necessary by AIRMATE, or by AIRMATE's successors-in-interest or assigns, fully to secure to AIRMATE, or to AIRMATE's successors-in-interest or assigns, DZI's interest as aforesaid in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 12th day of October, 2002.

DAY & ZIMMERMANN, INC.

By  _____
William R. Hamm, Vice President

COMMONWEALTH OF PENNSYLVANIA

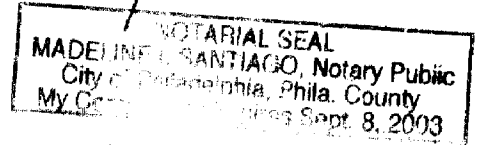
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: SS:
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COUNTY OF PHILADELPHIA

Before me personally appeared said William R. Hamm and acknowledged that he was the Vice President of DAY & ZIMMERMANN, INC., that he had the authority to execute this Assignment on behalf of DAY & ZIMMERMANN, INC. as of December 20, 1999, and has acknowledged the foregoing instrument to be his free act and deed this 18th day of October, 2002.

Maddie Santiago
Notary Public

My Commission Expires:



IN WITNESS WHEREOF, I hereunto affix my hand and seal this 18th day of October, 2002.

AIRMATE LLC

By [Signature]
Joseph J. White, Vice President

COMMONWEALTH OF PENNSYLVANIA

:
: SS:
:

COUNTY OF PHILADELPHIA

Before me personally appeared said Joseph J. White and acknowledged that he is the Vice President of AIRMATE LLC, that he has the authority to execute this Assignment on behalf of AIRMATE LLC and has acknowledged the foregoing instrument to be his free act and deed this 18th day of October, 2002

Maddie Santiago
Notary Public

My Commission Expires:



SCHEDULE A
to Trademark Assignment

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
1,726,103	10/20/92	AIRMATE
2,020,536	12/03/96	MISC. DESIGN