

Form PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):  
D. Graham, L.C.

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

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

2. Name and address of receiving party(ies)  
Name: AbleSoft, Inc.  
Internal  
Address: c/o Joseph J. Contrucci, P.C.

Street Address: 14372 John Marshall Highway  
City: Gainesville State: VA Zip: 20156

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Delaware  
 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:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 5/23/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76/246,610

B. Trademark Registration No.(s) 2,708,475;  
2,708,311; 2,639,271

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Gerard M. Stegmaier  
 Internal Address: Wiley Rein & Fielding LLP

Street Address: 1776 K Street, NW

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 4


7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-1129

DO NOT USE THIS SPACE

9. Signature.

Christopher Kelly, Esq.                                            June 3, 2003  
 Name of Person Signing                      Signature                      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

Recordation of Assignment of Trademarks Nos.  
76,246,610; 2,708,475; 2,639,271; 2,708,311

**ADDITIONAL CONVEYING PARTIES**

**M&M Chandler, L.C.**

c/o Joseph J. Contrucci, P.C.  
14372 John Marshall Highway  
PO Box 400  
Gainesville, Virginia 20156-0400

**Rock, L.C.**

c/o Joseph J. Contrucci, P.C.  
14372 John Marshall Highway  
PO Box 400  
Gainesville, Virginia 20156-0400

**Ken Crocker**

c/o Joseph J. Contrucci, P.C.  
14372 John Marshall Highway  
PO Box 400  
Gainesville, Virginia 20156-0400

**Sidney Phillips**

c/o Joseph J. Contrucci, P.C.  
14372 John Marshall Highway  
PO Box 400  
Gainesville, Virginia 20156-0400

**George Blocker**

c/o Joseph J. Contrucci, P.C.  
14372 John Marshall Highway  
PO Box 400  
Gainesville, Virginia 20156-0400

**Trantech, Inc.**

c/o Joseph J. Contrucci, P.C.  
14372 John Marshall Highway  
PO Box 400  
Gainesville, Virginia 20156-0400

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, the Series C Noteholders of Altarus Corporation, a Virginia corporation ("Altarus"), individually D. Graham, L.C., M&M Chandler, L.C., Rock, L.C., Ken Crocker, Sidney Phillips, George Blacker and TranTech, Inc., and collectively (the "Noteholders") are the owners of certain intellectual property, including (i) all copyrights, mask works, trade secrets, know-how, computer software, (source and object code), algorithms, computer processing systems, all assignable licenses, discoveries, inventions (whether or not patentable), processes, products, apparatus, formulas, proprietary information, drawings, data, notebooks, records, reports, designs, statements of work, procurement information, acquisition strategies, source selection information, such as source selection plans, offers before they are made public, and rankings of proposals; classified information, critical infrastructure information, shop rights, "work for hire", trademarks, service marks, manufacturing or engineering instructions, specifications, and other technical information, techniques, methodologies, and the like; and (ii) previously used by Altarus in connection with its business, and all registrations and applications for any of the foregoing and assigned to the Noteholders pursuant to a Foreclosure Agreement executed between Altarus and the Noteholders dated May 1, 2003; (iii) information concerning any matters relating to the business of Altarus, any of its customers, customer contracts, licenses, the prices it obtains or has obtained for the licensing of its software products and services, or any other information concerning the business of Altarus and Altarus' good will; and (iv) information protected by the Privacy Act; privileged judge/attorney-advisor communications, documents covered by a judicial protective order; attorney work products; and other sensitive information that would not be released under the Freedom of Information Act (e.g. program, planning and budget information, confidential business and financial information protected by FOIA Exemption 4) (the "Intellectual Property").

AND, WHEREAS, the Noteholders have appointed D. Graham, L.C., a Virginia limited liability company, as their exclusive agent designated to act on their behalf and authorized to effect the assignment of the Intellectual Property to AbleSoft, Inc., a Delaware corporation ("Assignee"), pursuant to a Contribution Agreement entered into between D. Graham, L.C. and the Noteholders.

AND, WHEREAS AbleSoft, Inc. is desirous of acquiring all of the right title and interest to the Intellectual Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, Noteholders do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, their entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said Intellectual Property, including without limitation:

(i) each and every provisional application and United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue

applications, based in whole or in part on any of the Intellectual Property and any of the following applications, any foreign applications, including international and regional applications, based in whole or in part on any of the Intellectual Property and any of the following applications, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted based in whole or in part on any of the Intellectual Property and any of the following applications:

	Application Number	Description of Invention
1	60346304	System, method and computer program product for providing accelerated and secure wireless data transmission over Internet
2	60231802	System, method and computer program product for providing accelerated and secure wireless data transmission over Internet
3	60275154	System, method and computer program product for providing accelerated and secure wireless data transmission over Internet

(ii) each and every registered and unregistered trademark, service mark, name, logo or design mark, together with the good will of the business symbolized by the foregoing, based in whole or in part on the Intellectual Property and any of the following applications or registrations:

	Serial Number	Reg. Number	Description of Mark
1	76215106	2708475	ALTARUS
2	76246610		OPTIMIZED TRANSACTION BROKER
3	76339352	2639271	DESIGN LOGO
4	75982999	2708311	ALTARUS

(iii) each and every copyrightable work based in whole or in part on the Intellectual Property and the following applications and registrations, including the right to reproduce, the right to prepare derivative works, the right to distribute copies and the right to display publicly and all other such rights as exist under copyright law in the United States and throughout the world:

(iv) all other right, title and interest to the Intellectual Property.

AND the Collateral Agent does hereby authorize, Wiley Rein & Fielding LLP, whose address is 1776 K Street, N.W., Washington, D.C. 20006, to insert hereon any identification necessary or desirable for recordation of this document;

AND the Collateral Agent does hereby agree for itself and its successors and assigns, to execute without further consideration any further documents and instruments which may be

necessary, lawful and proper in the prosecution of said above-referenced applications or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, that may be necessary to secure to Assignee its interest and title in and to said Intellectual Property or any parts thereof, and in and to said several patents or any of them;

AND the Collateral Agent does hereby covenant for itself, and agree with said Assignee, its successors and assigns, that they have granted no right, title or interest in or to the Intellectual Property to anyone except said Assignee, that prior to the execution of this deed, Noteholders' right, title and interest in said invention has not been otherwise encumbered, and that Noteholders have not and will not execute any instrument in conflict therewith;

AND the Collateral Agent does hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent, which may be granted upon said United States applications, or upon said invention or any parts thereof when granted, to said Assignee.

IN WITNESS WHEREOF, the Collateral Agent has hereunto set his hand and seal.

D. Graham, L.C.  
Collateral Agent for the Noteholders

MAY 23, 2003  
Date

By: [Signature]  
Name: Donald G. Costello  
Title: Managing Member

County of Prince William )  
State of Virginia )

On this 23<sup>rd</sup> day of May, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared Donald G. Costello, the Managing Member of D. Graham, L.C. who is personally known to me or who produced \_\_\_\_\_ as identification, and who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(Seal)

[Signature]  
Notary Public: MARY LON HARPER  
My Commission Expires: 2/29/04