

03-14-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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): Professional Systems Corporation

3-11-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/01/2003

2. Name and address of receiving party(ies)

Name: PSC Intangible Holding Company

Internal Address: Suite 202

Street Address: 103 Foulk Road

City: Wilmington State: DE Zip: 19083

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

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

A. Trademark Application No.(s) 76/091,817

B. Trademark Registration No.(s) 2,596,480

Additional number(s) attached Yes No

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

Name: David M. Perry, Esquire

Internal Address: Blank Rome LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 2

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02-2555

RECEIVED MAR 11 AM 7:50 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

David M. Perry, Esquire Name of Person Signing

Signature

3-11-03 Date

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

03/13/2003 ECOOPER 00000213 022555 76091817

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

01 FC:8521 40.00 CH 02 FC:8522 25.00 CH

TRADEMARK REEL: 002690 FRAME: 0778

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of March 1, 2003 ("Assignment Agreement"), by and PROFESSIONAL SYSTEMS CORPORATION, a Delaware corporation ("Assignor"), and PSC Intangible Holding Company, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the exclusive owner of and has adopted, used and is using the trademarks and service marks listed in Schedule 1, for which it owns trademark and service mark applications or registrations in the United States Patent and Trademark Office;

WHEREAS, Assignor is the exclusive owner of and has adopted, used and is using the trade names listed in Schedule 1;

WHEREAS, Assignor is the exclusive registrant of and has adopted, used and is using the domain names listed in Schedule 1;

WHEREAS, Assignor is the exclusive owner of and has adopted, used and is using the proprietary customer lists identified in Schedule 1;

WHEREAS, Assignee is desirous of acquiring said trademarks and service marks and the applications and registrations thereof, together with said trade names, domain names, and proprietary customer lists;

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

1. Assignment. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in, to and under the intellectual property set forth on Schedule 1 hereto (the "Assigned Intellectual Property"), together with the goodwill appurtenant thereto, including, but not limited to, all inventions and invention rights covered thereby, all of the common law rights and registrations in all countries relating to the transferred marks and the goodwill symbolized thereby in all countries, and all rights to sue for and remedies and damages against past, present and future infringements thereof, in each case to the extent relating to the Intellectual Property (collectively, the "Assigned Intellectual Property"), to be held and enjoyed by Assignee and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

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2. **Further Assurances.** Each of the parties hereto shall, and shall cause each of its affiliates to, from time to time, execute and deliver to the other party such additional instruments, assignments, documents, conveyances or assurances, including, without limitation, such trademark assignments, assignments of unpatented inventions and assignments of unregistered trademarks, in form and substance reasonably satisfactory to Assignor and Assignee, as shall be reasonably requested by Assignee, and take such other action as shall be reasonably necessary to confirm and consummate more effectively the transactions contemplated hereby. All costs associated with filing and recording such assignments and other documents shall be borne by Assignee.

3. **Governing Law.** This Assignment Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be duly executed as of this 28<sup>th</sup> day of February, 2003.

PROFESSIONAL SYSTEMS  
CORPORATION

PSC INTANGIBLE HOLDING  
COMPANY

By: Joseph J. Greco  
Name: Joseph J. Greco  
Title: Chief Executive Officer

By: Joseph J. Greco  
Name: Joseph J. Greco  
Title: Chief Executive Officer

STATE OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF MONTGOMERY)

On the 28<sup>th</sup> day of February, 2003, before me personally came Joseph J. Greco; to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Professional Systems Corporation, the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

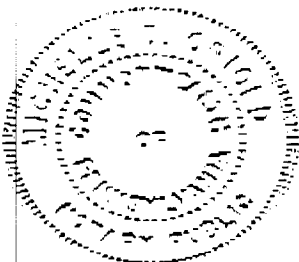


*Michelle D. Oriold*  
Notary Public

Notarial Seal  
Michelle D. Oriold, Notary Public  
East Whiteland Twp., Chester County  
My Commission Expires Feb. 26, 2006

STATE OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF MONTGOMERY)

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*Michelle D. Oriold*  
Notary Public

Notarial Seal  
Michelle D. Oriold, Notary Public  
East Whiteland Twp., Chester County  
My Commission Expires Feb. 26, 2006

**SCHEDULE 1****U.S. TRADEMARKS/SERVICE MARKS**

Mark	Reg. No. (Serial No.)	Reg. Date (Filing Date)
DATAEXPRESS	2,596,480	July 23, 2002
PSC INFO GROUP and Design	(76/091,817)	(July 17, 2000)

**TRADE NAMES**

Trade Name
PSC INFO GROUP
PROFESSIONAL SYSTEMS CORPORATION

**DOMAIN NAMES**

1. <PSCINFOGROUP.COM>
2. All domain names currently registered by Assignor

**CUSTOMER LISTS**

1. All proprietary customer lists currently owned, adopted, or used by Assignor.