



102390302

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

1. Name of conveying party(ies): **3-12-03**

PNV Inc.

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

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

3. Nature of conveyance:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other - correct error in coversheet previously recorded at Reel/Frame 002535/0341. This is a correction of registration number. Please correct the registration number from 2,240,722 to 2,240,772

Execution Date: February 14, 2001

2. Name and address of receiving party(ies):

Name:
TTI Holdings, Inc.

Street Address:
**11711 NW 39th Street
Coral Springs, FL 33065**

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Limited Liability Company
- Corporation - **Nevada**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2,240,772

Additional numbers attached? Yes No

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

Andrew S. Neely
LUEDEKA, NEELY & GRAHAM, P.C.
P. O. Box 1871
Knoxville, TN 37901

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed
- Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12-2355

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Andrew S. Neely
Name of Person Signing

Signature

March 6, 2003
Date

Total number of pages including cover sheet: [17]

03/13/2003 ECOOPER 00000131 2240772

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40.00 DP

*** CERTIFICATE OF MAILING ***

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Assignment, Office of Public Records, U.S. Patent and Trademark Office, Crystal Gateway 4, Room 335, Washington, D.C. 20231

on March 6, 2003
Date

Andrew S. Neely, Reg. No. 28,579

07-01-2002



102189983

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

1. Name of conveying party(ies):

PNV Inc.

6-26-02

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

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

3. Nature of conveyance:

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

Execution Date: February 14, 2001

2. Name and address of receiving party(ies):

Name:
TTI Holdings, Inc.

Street Address:
6125 Preservation Drive
Chattanooga, TN 37416

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Limited Liability Company
- Corporation - Nevada
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
JUN 21 2002
FEDERAL BUREAU OF INVESTIGATION

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

A. Trademark Application No(s).

75/806,296 75/826,321
 75/679,722 75/877,218
 75/806,298 75/806,278

B. Trademark Registration No(s).

2,339,788 2,362,667
 1,948,428 2,240,722
 Additional numbers attached? Yes No

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

Andrew S. Neely
LUEDEKA, NEELY & GRAHAM, P.C.
P. O. Box 1871
Knoxville, TN 37901

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$265.00

- Enclosed
- Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12-2355

16/28/2002 TDIAZ1 00000097 75806296

1 FC:481
2 FC:482

40.00/OP
225.00/OP

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Andrew S. Neely
Name of Person Signing

Signature

June 21, 2002
Date

Total number of pages including cover sheet: [6]

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*** CERTIFICATE OF MAILING ***

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Assignment, Office of Public Records, U.S. Patent and Trademark Office, Crystal Gateway 4, Room 335, Washington, D.C. 20231

on June 21, 2002
Date

Andrew S. Neely, Reg. No. 28,979

TRADEMARK
REEL: 002690 FRAME: 0861

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, dated February 14, 2001 by and between PNV Inc., a Delaware corporation ("Assignor") and TTI HOLDINGS INC., a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of January 10, 2001 (as amended, the "Purchase Agreement");

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor's interest in any trademark, service mark or trade name to the extent that such mark or trade name is used in connection with or is associated with the business represented by the assets transferred under the Purchase Agreement ("Marks");

WHEREAS, Assignor did not agree to transfer and does not hereby transfer to Assignee any assets associated with a division of its business commonly referred to as "pnv.com," which includes Internet services to the long haul trucking industry associated with or provided through the web site and internet portal located at the uniform resource locator ("URL") www.pnv.com and all business activities relating to the operation, maintenance, servicing, advertising, or developing of that web site or related web sites ("Excluded Business," as further defined below) and Assignor did not agree to transfer and does not hereby transfer to Assignee any trademarks, service marks or trade names, or any goodwill therein, to the extent associated with or used in connection with the Excluded Business;

WHEREAS, Assignor is the owner of United States Registrations and Applications ("Registrations and Applications") listed below:

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>U. S. Reg. No.</u>	<u>Registration Date</u>
PNV	75/806,292		
PNV	75/806,296		
PNV	75/806,276		
PNV	75/806,275		
PNV.NET	75/699,567 (abandoned but possibly revivable)		
PNV.NET	75/699,569		
PNV.NET	75/701,072 (abandoned but possibly revivable)		
PNV CONNECT	75/679,722		

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

1. **ASSIGNOR**, hereby assigns to **ASSIGNEE** all of its right, title, and interest in and to the Marks and those portions of the Registrations and Applications which relate to the Marks ("Assigned Trademarks"), including all Included Business (as hereinafter defined) associated with the Assigned Trademarks, together with the goodwill of the Included Business symbolized by the Assigned Trademarks, and any and all rights of action for infringement thereof, but Assignor does not assign any trademark, service mark or trade name, or any goodwill therein, to the extent that such mark or trade name is used in connection with the Excluded Business.

For purposes of this Agreement, the term "Included Business" shall mean all of the business and activities of Assignor and its representatives, contract labor, and agents except for the Excluded Business. By separate agreement, the domain names of pnv.net and parkview.net have been assigned by Assignor to Assignee. Without limiting the foregoing Included Business shall include the following:

- (a) Cable or wireless transmission to or from a user inside of a cab of a truck of internet service provider functions("ISP Services");
- (b) ISP Services from a kiosk located in a truck stop or a trucking terminal using the pnv.net domain name or any other domain name determined by Assignee (other than pnv.com or parkview.com);
- (c) Telephone services including pre-paid, coin, and coinless telephone services;
- (d) Cable TV and entertainment services; and
- (e) Advertising, creation, publication, dissemination, and aggregation of a print-based magazine.

For purposes of this Agreement, the term "Excluded Business" shall mean all business and activities of Assignor and its representatives, contract labor, and agents regarding or related to any aspects, features, content, capabilities or services (other than ISP Services and the domain names of www.pnv.net and www.parkview.net) offered on or through any website or domain that

(a) is associated with or is accessible at the URL www.pnv.com, www.parkview.com , including without limitation any site or domain associated with or accessible at any URL that begins with such address, regardless of extension, or that automatically redirects to any such URL;

(b) is operated by or on behalf of Assignor in any manner that may be seen as seamlessly integrated with any such website or domain; or

(c) may appear to the average viewer to be a part of such websites or domains (collectively, the "Website").

Without limiting the generality of the foregoing sentence, the Excluded Business also includes particularly, but is not limited to, all business and activities relating to the operation, maintenance, servicing, advertising, or developing of:

- (i) the Website and electronic mail subscriber services associated therewith (regardless of e-mail address);
- (ii) website and electronic mail subscriber, visitor, and customer information collection, manipulation, and use;
- (iii) online advertising; online content creation, publication, dissemination, and aggregation; mail and electronic messaging
- (iv) interactive tools including but not limited to web-accessible banking and financial tools, weight, mileage and hours logging tools, reporting tools, load matching tools, bulletin boards, route planning tools, and shopping tools;
- (v) online content, including but not limited to directories, help files, tips files, databases of all sorts, news reporting, and classifieds;
- (vi) downloadable electronic publications, namely, magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;
- (vii) providing on-line magazines featuring articles and information of general interest to truckers disseminated by means of a global computer information network;
- (viii) dissemination of advertising for others via an on-line electronic communications network;
- (ix) providing information regarding the trucking industry and related information of interest to truck drivers via a global computer information network; and
- (x) aggregation and coordination of any or all of the foregoing.

2. Assignee hereby appoints Assignor as its representative and agent with the limited authority to act before the Patent and Trademark Office to divide any applications relating to both the Assigned Trademarks and the Excluded Business.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, **FOREVER**, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment in accordance with the terms of the Purchase Agreement.

4-01 09:16P Robert May

ALLPAIRKICK STOCKS LLP

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

ASSIGNOR:

PNV INC.

By: [Signature]
Name: [Signature]
Title: CEO

ASSIGNEE:

TI HOLDINGS INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

ASSIGNOR:

PNV INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

TTI HOLDINGS INC.

By: 
Name: YUEL MATWARD
Title: PRESIDENT