

04-14-2003

FORM PATENT AND TRADEMARK OFFICE-159



COVER SHEET

U.S. DEPARTMENT OF

102418365

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PATENT AND TRADEMARK OFFICE

To THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS, U.S. DEPARTMENT OF COMMERCE, WASHINGTON, D.C. ORIGINAL DOCUMENTS OR COPY THEREOF

1. NAME OF CONVEYING PARTY(IES):
Shopware Products Group, Inc. **4-7-03**

INDIVIDUAL(S) ASSOCIATION
 GENERAL PARTNERSHIP LIMITED PARTNERSHIP
 CORPORATION-STATE OF OHIO
 OTHER _____

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):
 NAME:
Allen Systems Group, Inc.

INTERNAL ADDRESS:
 STREET ADDRESS:
1333 3rd Avenue South **APR 7 2003**
Naples, Florida 34102

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? Yes No

3. NATURE OF CONVEYANCE:

ASSIGNMENT MERGER
 SECURITY AGREEMENT CHANGE OF NAME
 OTHER _____

INDIVIDUAL(S) CITIZENSHIP
 ASSOCIATION
 GENERAL PARTNERSHIP
 LIMITED PARTNERSHIP
 CORPORATION-STATE OF DELAWARE
 OTHER _____

EXECUTION DATE: **April 30, 2002**

IF ASSIGNEE IS NOT DOMICILED IN THE UNITED STATES, A DOMESTIC REPRESENTATIVE DESIGNATION IS ATTACHED Yes No

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? Yes No

4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S):

A. TRADEMARK APPLICATION No(s):
None.

ADDITIONAL NUMBERS ATTACHED? Yes No

B. TRADEMARK REGISTRATION No(s):
1,787,917
~~**1,458,133**~~

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

NAME: **Michael L. Kraus**

INTERNAL ADDRESS: **Legal Department**

STREET ADDRESS: **1333 Third Avenue South**
Naples, FL 34102

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: **2**

7. TOTAL FEE (37 CFR 3.41) \$ **45.00**

ENCLOSED

AUTHORIZED TO BE CHARGED TO DEPOSIT ACCOUNT¹

¹ NOTE: (ONLY IF AMOUNT ENCLOSED IS INCORRECT)

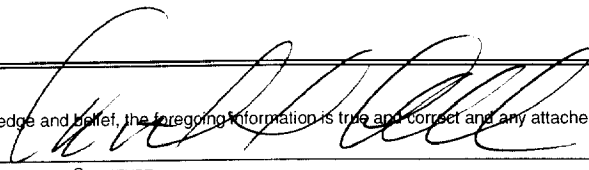
8. DEPOSIT ACCOUNT NUMBER:
501795

(ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT)

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.

Arthur L. Allen  **18 March 2003**

NAME OF PERSON SIGNING SIGNATURE DATE

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

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01 FC:8521
02 FC:8522

40.00 DP
25.00 DP

TPA#1772352.01

TRADEMARK
REEL: 002711 FRAME: 0245

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 30th day of April, 2002, is entered into by and between **SHOPWARE PRODUCTS GROUP, INC.**, a corporation reorganized in Florida ("Assignor"), and **ALLEN SYSTEMS GROUP, INC.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Product Marketing and Asset Purchase Agreement dated March 5, 1993 (the "Asset Purchase Agreement"), which, along with the promises contained herein, constitute mutual consideration for the promises herein.

WHEREAS, Assignor has adopted, used and is using the following registered trademarks as noted in Annex 1, hereto, and unregistered trademarks, pending trademarks and names relating to the Assets, as defined in the Asset Purchase Agreement; and

WHEREAS, Assignee is desirous of acquiring said marks and names.

NOW, THEREFORE, for the consideration specified in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, convey, sell, release, deliver and transfer unto the Assignee, and its successors and assigns, all right, title and interest of the Assignor in and to said marks and names, together with the goodwill of the business symbolized by the marks and names.

For the consideration aforesaid, the Assignor agrees that it will do, execute and deliver, or will cause to be done, executed or delivered, all such further oaths, acts, documents or instruments of transfer, conveyance or assignment as shall be necessary and appropriate to vest in or confirm to the Assignor, its successors and assigns the entire right, title, interest and ownership in the marks and names as may be reasonably requested by the Assignee.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on behalf of SHOPWARE PRODUCTS GROUP, INC. by its duly authorized officer this 30th day of April, 2002.

SHOPWARE PRODUCTS GROUP, INC.

Assignor

By: 


Name: Ron A. B. York

Title: President

Agreed to and accepted by:

ALLEN SYSTEMS GROUP, INC.

Assignee

By: 

Arthur L. Allen
President and Chief Executive Officer

ANNEX 1 TO TRADEMARK ASSIGNMENT

1. Trademark: PREALERT
Country: United States
Registration No.: 1787917
Registration Date: August 17, 1993

2. Trademark: SIRF
Country: United States
Registration No.: 1458133
Registration Date: September 22, 1987

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my