

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

DirectFit, Inc., a Delaware Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 08/29/03

2. Name and address of receiving party(ies)

Name: TEKsystems, Inc.

Internal

Address:

Street Address: 7437 Race Road

City: Hanover State: MD Zip: 21076

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

B. Trademark Registration No.(s) 2,483,497

Additional number(s) attached Yes No

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

Name: Bruce W. Feuchter

Internal Address:

Street Address: Stradling Yocca et al. 660 Newport Center Drive, Suite 1600

City: Newport Bch. State: CA Zip: 92660

6. Total number of applications and registrations involved:

1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1329 (Cust. No. 31278)

DO NOT USE THIS SPACE

9. Signature.

Bruce W. Feuchter, Esq. Name of Person Signing

[Signature] Signature

September 8, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

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

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SERVICE MARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made as of the 29th day of August, 2003 between DirectFit, Inc., a Delaware corporation ("Assignor"), and TEKsystems, Inc., a Maryland corporation ("Assignee").

WHEREAS, Integrated Partnerships, Inc., a California corporation and predecessor-in-interest of the Assignor is the record applicant in the U.S. Patent and Trademark Office of the service marks "DIRECTFIT" and "DIRECTFIT.COM", described more specifically herein, including all common law rights thereto (individually, a "Service Mark," and collectively, the "Service Marks"), and the goodwill of the business symbolized thereby (together with the Service Marks, the "Assigned Property");

WHEREAS, Assignor has effectively transferred to Assignee that portion of its existing and ongoing business to which the Assigned Property pertains;

WHEREAS, Assignor agrees to assign its entire right, title and interest in and to the Assigned Property to Assignee;

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated August 8, 2003 (the "Asset Purchase Agreement"); and

WHEREAS, the execution of this Assignment is subject to the consummation of the transactions contemplated by the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor is the applicant of record for the Service mark "DIRECTFIT.COM" filed on October 18, 1999, identified by Serial Number 75/824,382, and abandoned effective April 18, 2001, and the Service Mark "DIRECTFIT" filed on October 18, 1999 and identified by Serial Number 75/824,383, which was subsequently registered on August 28, 2001 as Registration No. 2,483,497, in the records of the United States Patent and Trademark Office. Applicant also believes that it is the sole owner of all common law rights to the Service Marks "DIRECTFIT" and "DIRECTFIT.COM."
2. Capitalized terms used and not otherwise defined in this Assignment shall have the meaning given to such terms in the Asset Purchase Agreement.
3. Assignor hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Property, and all rights and privileges pertaining to said Service marks in conformance with 15 U.S.C. §1060; 37 C.F.R. §3.16, together with the

goodwill of the business symbolized by the mark, including all income, royalties, damages, and payments now or hereafter due or receivable in respect of the Assigned Property, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringements, misappropriations, or dilutions of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

- 4. Assignor hereby requests the Commissioner of Trademarks of the United States of America, and any official of any country or countries foreign to the United States whose duty it is to record the registrations of the Service Marks, applications and title thereto, to record the Assigned Property as the property of Assignee and to issue certificates of registration, as applicable, to Assignee in Assignee's name.
- 5. Assignor further agrees, without further consideration and at Assignee's expense, to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where registrations of the Service Marks or applications for the Service Marks may be issued or pending.
- 6. Assignor hereby agrees and covenants to cease the use of, and cause any (related) person or affiliate to cease the use of, any and all of the Assigned Property as of the date hereof.
- 7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.
- 8. The validity, performance and enforcement of this Assignment shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

Executed this 29th day of August, 2003.

ASSIGNOR:

DIRECTFIT, INC., a Delaware corporation

By: [Signature]

Printed Name: BRET JORGENSEN

Title: CEO

ASSIGNEE:

TEKSYSTEMS, INC., a Maryland corporation

By: _____

Printed Name: _____

Title: _____

goodwill of the business symbolized by the mark, including all income, royalties, damages, and payments now or hereafter due or receivable in respect of the Assigned Property, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringements, misappropriations, or dilutions of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

- 4. Assignor hereby requests the Commissioner of Trademarks of the United States of America, and any official of any country or countries foreign to the United States whose duty it is to record the registrations of the Service Marks, applications and title thereto, to record the Assigned Property as the property of Assignee and to issue certificates of registration, as applicable, to Assignee in Assignee's name.
- 5. Assignor further agrees, without further consideration and at Assignee's expense, to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where registrations of the Service Marks or applications for the Service Marks may be issued or pending.
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- 7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.
- 8. The validity, performance and enforcement of this Assignment shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

Executed this 29th day of August, 2003.

ASSIGNOR:

DIRECTFIT, INC., a Delaware corporation

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

TEKSYSTEMS, INC., a Maryland corporation

By: James R. Novick

Printed Name: James R. Novick

Title: President

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