

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):

Itronix LLC  
(formerly known as Itronix Corporation)

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

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

3. Nature of conveyance:

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

Execution Date: 10/8/03

2. Name and address of receiving party(ies)

Name: Rugged Computing, Inc.

Internal Address: c/o Golden Gate Capital

Street Address: One Embarcadero Center

City: San Francisco State: CA Zip: 94111

- 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) See attached  
Schedule A for continuation of block 4.A

B. Trademark Registration No.(s) See attached  
Schedule B for continuation of block 4.B

Additional number(s) attached  Yes  No

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

Name: Renee Prescan

Internal Address: Kirkland & Ellis LLP

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 600

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0440 (and for any add'l fees or credits)

DO NOT USE THIS SPACE

9. Signature.

Daniel J. Lin  
Name of Person Signing

  
Signature

10/17/03  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$615.00 220440 76329607

**SCHEDULE A****U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
BAT HOOK	76/329,607	10/19/01
EXPLORER	76/370,808	2/12/02
GOBOOK MAX	76/366,565	2/1/02
GOBOOK PRO	76/384,731	3/13/02
GOBOOK PRO	76/384,734	3/13/02
GOBOOK PRO	76/384,732	3/13/02
ICARE	78/172,124	10/8/02
ICARE	78/172,147	10/8/02
ICARE	78/172,088	10/8/02
ICARE MOBILITY	78/202,002	1/10/03

**SCHEDULE B****U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Reg. Date</b>
COLORVUE	2,503,555	11/6/01
CRMA	2,673,000	1/7/03
GOBOOK	2,562,524	4/16/02
GOBOOK (w/Design)	2,492,658	9/25/01
GOBOOK MAX	2,715,310	5/13/03
GOBOOK MAX	2,639,496	10/22/02
ITRONIX	1,802,621	11/2/93
ITRONIX (w/Design)	2,575,665	6/4/02
ITRONIX THE MOBILE WORKFORCE SYSTEMS COMPANY	1,847,252	7/26/94
NITEVUE	2,424,990	1/30/01
TELETECH	1,538,062	5/9/89
WE KNOW THE ROAD	2,412,116	12/12/00
WE KNOW THE ROAD	2,345,749	4/25/00
WE KNOW THE ROAD	2,345,750	4/25/00

**TRADEMARK ASSIGNMENT**

*(Itronix as Assignor)*

**THIS TRADEMARK ASSIGNMENT ("Assignment")**, dated as of October 8, 2003, is made by and between **ITRONIX LLC** (f/k/a Itronix Corporation), a corporation organized under the laws of the State of Delaware, with an address c/o Acterna LLC, 12410 Milestone Center Drive, Germantown, MD 20876 ("**Itronix**") and **RUGGED COMPUTING, INC.**, a corporation organized under the laws of the State of Delaware, with an address c/o Golden Gate Capital, One Embarcadero Center, 33<sup>rd</sup> Floor, San Francisco, CA 94111 ("**Rugged Computing**").

**WHEREAS**, Itronix and Rugged Computing have entered into that certain Acquisition Agreement dated as of August 27, 2003 (the "**Acquisition Agreement**") pursuant to which Itronix has agreed to sell, transfer and assign to Rugged Computing the trademark registrations and applications for trademark registration listed on **Schedule A** (the "**Assigned Trademarks**"); and

**WHEREAS**, Rugged Computing desires to acquire, and Itronix is willing to assign, the Assigned Trademarks.

**NOW, THEREFORE**, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Itronix does hereby sell, assign and transfer to Rugged Computing, its entire right, title and interest in and to the Assigned Trademarks together with the goodwill connected with and symbolized by the Assigned Trademarks, free and clear of all Liens to the maximum extent provided in the Sale Order, the same to be held and enjoyed by Rugged Computing for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Itronix if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.

4. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Acquisition Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Itronix and Rugged Computing have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**IIRONIX LLC (W/d/a ITRONIX CORPORATION)**

By: [Signature]

Name: Grant Barber  
Title: Vice President and Chief Financial Officer

**ATTESTATION OF WITNESS.**

I, James Williams, whose full post office address is \_\_\_\_\_, was personally present and did see Grant Barber, who is personally known to me, execute the above assignment.

[Signature]

**RUGGED COMPUTING INC.**

By: [Signature]

Name: Walid Gardazi  
Title: Vice President

**ATTESTATION OF WITNESS.**

I, Sue Broadlove, whose full post office address is One Embarsadero Cir 55th Fl SE, CA 94111, was personally present and did see Walid Gardazi, who is personally known to me, execute the above assignment.

[Signature]

**SCHEDULE A**  
**TO**  
**TRADEMARK ASSIGNMENT AGREEMENT**

*Assigned Trademarks*

**A. REGISTERED TRADEMARKS**

TRADEMARK	Country	Reg. Date	Filing Date	Type	REGISTRATION NUMBER
BATHOOK	European Union	05/27/03	12/21/01	Product	2,514,164
COLORVUE	United States	11/06/01	12/03/99	Product	2,503,555
CRMA	European Union	02/03/03	07/10/01	Product	2,294,361
CRMA	United States	01/07/03	03/14/01	Product	2,673,000
GOBOOK	European Union	01/25/02	12/01/00	Product	1,983,832
GOBOOK	United States	04/16/02	10/02/00	Product	2,562,524
GOBOOK (w/Design)	European Union	07/23/02	12/01/00	Product	1,983,881
GOBOOK (w/Design)	United States	09/25/01	11/27/00	Product	2,492,658
GOBOOK MAX	United States	05/13/03	02/01/02	Product	2,715,310
GOBOOK MAX	United States	10/22/02	02/12/02	Product	2,639,496
HUSKY (w/Design)	United Kingdom	12/18/85	10/18/83	Product	1,205,477
		12/18/85	10/18/83		1,205,478
HUSKYHUNTER (w/Design)	United Kingdom	12/18/85	10/18/83	Product	1,205,479
		12/18/85	10/18/83		1,205,480
ITRONIX	European Union	09/15/00	10/08/99	Corporate	1,272,806
ITRONIX	United States	11/02/93	07/01/92	Corporate	1,802,621
ITRONIX (w/Design)	European Union	05/17/02	04/24/01	Corporate	2,189,595
ITRONIX (w/Design)	United States	06/04/02	12/01/00	Corporate	2,575,665
ITRONIX THE MOBILE WORKFORCE SYSTEMS COMPANY	United States	07/26/94	07/01/92	Tag Line	1,847,252
NITEVUE	United States	01/30/01	12/03/99	Product	2,424,990
TELETECH	United States	05/09/89	10/20/88	Product	1,538,062
TELETESTER	Canada	11/26/93	N/A	Product	TMA420,032
WE KNOW THE ROAD	United States	12/12/00	07/30/99	Tag Line	2,412,116
		04/25/00	07/30/99		2,345,749
		04/25/00	07/30/99		2,345,750

NY1:A1209775U6PXGY061.DOC\10082.0003

## B. TRADEMARKS IN PROCESS

TRADEMARKS	Country	Date Filed	Type	COMMENTS
Bat Hook	United States	10/19/01	Product	Class 9; Serial No. 76/329,607; approved for publication 04/16/02. Statement of Use filed 1/8/03
Explorer	United States	02/12/02	Product	Class 9; Serial No. 76/370,808. Approved for publication by PTO 09/25/02.
GoBook Max	European Union	04/05/02	Product	Class 09; Serial No. 2,645,687. Approved for publication 01/27/03.
GoBook Max	United States	02/01/02	Product	Class 16; Serial No. 76/366,565. Description amendment filed 11/15/02.
GoBook Pro	European Union	03/05/02	Product	Class 09; Serial No. 2,683,357. Approved for publication 02/24/03.
GoBook Pro	United States	03/13/02	Product	Class 9; Serial No. 76/384,731. Approved for publication 01/29/03.
GoBook Pro	United States	03/13/02	Product	Class 16; Serial No. 76/384,734. Approved for publication 09/03/02.
GoBook Pro	United States	03/13/02	Product	Class 41; Serial No. 76/384,732. Approved for publication by PTO 09/18/02.
iCare	European Union	3/14/03	Service	Classes 38,41,42; Serial No. 3,095,619
iCare	United States	10/8/02	Service	Class 38; Serial No. 78/172,124
iCare	United States	10/08/02	Service	Class 41; Serial No. 78/172,147
iCare	United States	10/08/02	Service	Class 42; Serial No. 78/172,088
iCare Mobility	United States	1/10/03	Product	Class 9; Serial No. 78/202,002



**KIRKLAND & ELLIS*****Fax Transmittal***

200 East Randolph Drive  
 Chicago, Illinois 60601  
 Phone: (312) 861-2000  
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<i>From:</i>	<i>Date:</i>	<i>Pages w/cover:</i>	<i>Fax #:</i>	<i>Direct #:</i>
Renee M. Prescan	October 23, 2003	9	(312) 660-0471	(312) 861-6371
<i>Message:</i>				