

FORM PTO-1594
(Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 40739.203841

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

1. Name of conveying party(ies):

NeoCom, Inc.

- Individuals(s)
- General Partnership
- Corporation-State - Ohio
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)

Name: **ZorWare, Inc.**

Internal Address: **P.O. Box 3146**

Street Address: **1010 North University Parks Drive**

City: **Waco** State: **TX** Zip: **76707**

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

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

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

3. Nature of conveyance:

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

Execution Date: **August 29, 2003**

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
78/144762

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

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

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

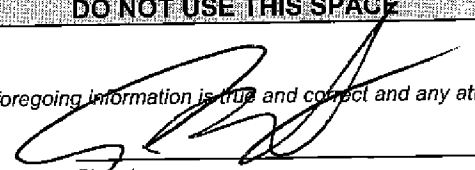
DO NOT USE THIS SPACE

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.

Christopher P. Bussert

Name of Person Signing



Signature

10/23/03
Date

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

CH \$40.00 110860 78144762

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of August 29, 2003 and effective as of September 1, 2003 (the "*Effective Date*"), is made by and between NeoCom, Inc., an Ohio corporation, and Tom Thomas and Laurie Wotawa (collectively, "*Assignor*"), and ZorWare, Inc., a Texas corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 29, 2003 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of Assignor's right, title and interest in and to the Purchased Assets as defined in the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the United States trademark registrations and applications, the unregistered trademarks, the trade names and the domain names identified and set forth on Schedule A (collectively, the "*Trademarks*") and the goodwill of the business associated therewith; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks are to be assigned to Assignee; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for renewal of a registration covering the Trademarks; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in

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connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation or perfection of this Assignment.

Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications made with respect to the Trademarks in the Purchase Agreement.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

NEOCOM, INC.

By: Tom Thomas
Name: TOM THOMAS
Title: CEO

STATE OF Ohio
COUNTY OF Summit ss:

On this 20th day of August, 2003 personally appeared before me Thomas M Thomas known to me to be Dwight of NeoCom, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of NeoCom, Inc.

MARINA DUKEMAN, Notary Public
State of Ohio
Resident Summit County
My Commission Expires March 17, 2006

Marina Dukeman
Notary Public:
My commission expires:

Tom Thomas
TOM THOMAS, in his individual capacity

STATE OF Ohio
COUNTY OF Summit ss:

On this 20th day of August, 2003 personally appeared before me Thomas M Thomas who acknowledged that he/she signed this instrument as a free act.

MARINA DUKEMAN, Notary Public
State of Ohio
Resident Summit County
My Commission Expires March 17, 2006

Marina Dukeman
Notary Public:
My commission expires:

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Laurie Wotawa
LAURIE WOTAWA, in her individual capacity

STATE OF Ohio
COUNTY OF Summit ss:

On this 28th day of August, 2003 personally appeared before me Laurie Wotawa
who acknowledged that he/she signed this instrument as a free act.

MARINA DUKEMAN, Notary Public
State of Ohio
Resident: Summit County
My Commission Expires March 17, 2006

Marina Dukeman
Notary Public:
My commission expires:

ASSIGNEE:

ZORWARE, INC.

By: Debbie Wright-Hood
Name:
Title: DEBBIE WRIGHT-HOOD, SECRETARY

STATE OF Texas)
COUNTY OF McLennan ss:

On this 8th day of September, 2003 personally appeared before me Debbie Wright-Hood
known to me to be Secretary of ZorWare, Inc., who acknowledged that he/she signed this instrument
as a free act on behalf of ZorWare, Inc.

Stephanie R. Campbell
Notary Public:
My commission expires:



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SCHEDULE A

Trademarks

U.S. Trademark Applications:

FRANCHISE PRO (word mark); Serial No. 78144762

Domain Names:

www.neocominc.com