



06-10-2003  
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Form PTO-1594 (Rev. 10/02) RE  
OMB No. 0651-0027 (exp. 6/30/2005) 1

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): **6-5-03**  
 Ali Dilmaghani  
 7903 Georgetown Pike  
 McLean, Virginia 22102

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation - Delaware  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other License Agreement

Execution Date: January 2, 2001

2. Name and address of receiving party(ies)  
 Name: Lasership, Inc.  
 Internal  
 Address: Suite 150-North  
 Street Address: 7927 Jones Branch Drive  
 City: McLean State: Virginia Zip: 22102

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)  
 B. Trademark Registration No.(s)  
2416699

Additional number(s) attached  Yes  No

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 if additional fees deemed necessary

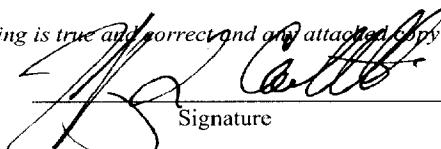
8. Deposit account number:  
19-2380

(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Nixon Peabody LLP  
 Internal Address: Suite 800  
 Street Address: 8180 Greensboro Drive  
 City: McLean State: VA Zip: 22102

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

Jeffrey L. Costellia            June 5, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 7

06/09/2003 ECDOPER 00000226 2416699  
01 FC:8521 40.00 DP

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

NVA266707.1

TRADEMARK  
REEL: 002749 FRAME: 0435

## TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "Agreement") is made as of Jan 2, 2001, by and between Lasership, Inc., a Delaware corporation (the "Company or Licensee") located at 7927 Jones Branch Drive, Suite 150-North and Ali Dilmaghani ("AD"), an individual residing at 7903 Georgetown Pike, McLean, Virginia 22102.

WHEREAS, AD is the owner of the service mark and service name "Laser Courier" and registrations (2,416,699) and applications (the "Mark") set forth on "Exhibit A" attached hereto.

WHEREAS, the Company, among other things provides courier services, management services and other services.

WHEREAS, the Company desires to use the Licensed Trademark for its use and AD is willing to permit such use of the Mark under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

### 1. GRANT OF LICENSE

a. AD hereby grants to the Company, and the Company hereby accepts, a non-exclusive, non-transferable, license to use the Mark solely in connection with the Company Business, subject to the limitations set forth in this Agreement.

b. The grant of license in the Section above includes the right by the Company to grant sublicenses within the scope of such license to the Company's wholly owned subsidiaries, but only for so long as each remains a wholly owned subsidiary.

c. Except as provided in this Article, all licenses granted herein shall be nontransferable and nonassignable without the prior written consent of AD.

d. AD hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including AD's right to authorize or license use of the Mark or any other trademarks or names containing "Laser Courier" to any third party for use in connection with any goods and services. Without limiting the rights reserved in the first sentence, AD hereby reserves any and all rights to use, authorize use or license use of the Mark or any other trademarks or names containing the Mark in any geographic territory and in any language, except as otherwise agreed confidential to in writing.

### 2. LICENSE FEE

For the rights granted to Licensee herein, Licensee shall pay AD license fee of 2% of the total revenue of Company to be paid the following year in 26 equal monthly installments.

### 3. OWNERSHIP AND USE OF THE LICENSED TRADEMARKS

a. Company acknowledges that AD owns the Mark and all rights therein and that nothing in this Agreement shall give the Company any right, title or interest in or to the Mark other than pursuant to the license granted hereby.

b. Company agrees that it will do nothing inconsistent with AD's ownership of the Mark and shall not claim adversely to AD, or assist any third party in attempting to claim adversely to AD, with regards to such ownership. The Company agrees that it will not challenge the title of AD to the Mark, oppose any registration thereof, or challenge the validity of this Agreement or the licenses granted herein. Furthermore, Company will not register, nor attempt to register, any tradename or trademark which, in whole or in part, incorporates or is confusingly similar to the Mark without the

prior written consent of AD. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

c. Without the prior written approval of AD, Company is not authorized to use the Mark in connection with any business activity unrelated to the Company business.

d. Notwithstanding the license granted herein and any of the provisions hereof, no rights or licenses are granted to Company with respect to any other trademark, service mark, and/or trade name not listed on "Exhibit A" hereto.

e. Company agrees to assist AD in recording this Agreement with appropriate government authorities where such recording is required by law or regulation or where such recording is permitted or desired by AD.

f. All costs associated with recording this Agreement, the license granted herein and registering, maintaining, or renewing Mark exclusively used by Company shall be borne by Company. All costs associated with registering, maintaining or renewing any Mark also used by AD shall be borne by AD.

#### 4. QUALITY PROVISIONS

a. Company agrees that the nature and quality of all services or otherwise disposed of by the Company and covered by the Mark shall conform to the standards set by and under the control of AD (hereinafter, "Quality Standard"). Such Quality Standard shall be reasonable, shall be no greater than the quality standards imposed by Company's customers in general, and shall be at least equal in quality to the products (in the aggregate) sold by the Company prior to the date hereof.

b. Company shall deliver to AD, upon AD's request and without charge to AD, representative samples of labels, advertisements, catalogs, letterhead, and the like, containing the Mark to enable AD to ensure that such Mark is used only in a manner set forth on "Exhibit A".

c. AD shall have the right to impose on the Company, as necessary, other specifications or requirements not provided for under this Article to maintain control over the Company business to ensure the requisite Quality Standard with respect to services manufactured by the Company that include the Mark.

#### 5. DURATION OF LICENSE AND TERMINATION

a. This Agreement and the license granted herein shall terminate 5 years following the date thereof or earlier in accordance with the occurrence of one or more of the following: In the event that Company breaches any provision of this Agreement, including but not limited to failure by Company to comply with the Quality Standard established under paragraph 4, AD shall have the right to terminate the license granted if (i) it has given written notice to Company of such breach and (ii) such breach shall be continuing one month from the date of such notice.

b. AD shall have the right to immediately terminate this Agreement, or any or all licenses granted herein, upon written notice to Company in the event of a winding-up, sale, consolidation or merger where Company is not the survivor, or any sequestration by governmental authority of Company.

c. Licensee may terminate this Agreement at any time for any reason, or for no reason, by written notice thereof.

d. Upon the termination of this Agreement, Company agrees to (i) promptly discontinue all use of Mark and/or any similar trade name which contain "Laser Courier" as a part thereof and (ii) promptly take all steps to refrain from using the Mark in advertising, commercial registers, directories, internet and web-sites, telephone listings, and all other similar listings.

#### 6. PROTECTION

a. Company shall promptly notify AD of any and all infringements, imitations, simulations or other illegal use or misuse of the Mark which come to the Company's attention. As the sole owner of the Mark, AD shall determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Mark. If AD elects not to take such action, the Company may take such action at the Company's expense if it has received AD's prior written approval to take such action. In this event, AD shall, at the Company's expense, cooperate in such action with the Company including, without limitation, joining as a party. Any money recovered by way of damages or otherwise with respect to such action shall be kept by the party which bore the costs of such action; or, in any case where the parties have shared the costs, such money shall be shared in proportion to the costs borne by each party.

b. Company shall render AD all reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of Mark used by the Company, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

## 7. NEW TRADEMARKS

Should Company desire to develop a trademark using the name "Laser Courier" in any form other than the Mark it must first consult with and obtain the written approval of AD, which may be withheld in its sole discretion. Such newly developed trademarks will be registered in the name of AD, and will be deemed to be Mark licensed to the Company hereunder and will be subject to all of the terms and conditions of this Agreement. Such approval will not be contingent upon the payment of any fee or royalties to AD; however, the cost of obtaining and maintaining such new trademarks shall be borne solely by the Company.

## 8. INDEMNIFICATION

a. Company agrees to indemnify and hold harmless AD and its directors, officers and employees from any and all claims for damage or injury to persons or property or for loss of life or limb whereby AD has been found liable to any third party under any product liability, tort liability or similar action arising out of or in connection with the use by the Company of the Mark.

b. AD agrees to indemnify and hold harmless the Company and its directors, officers and employees from any and all claims of a third party arising out of or in connection with any claim that the Company's use of the Mark violates the rights of such third party to such Mark.

## 9. MISCELLANEOUS

a. Entire Agreement. This Agreement (including the Exhibit(s) constituting a part of this Agreement) and any other writing signed by the parties that specifically references this Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

b. Assignability. This Agreement may not be assigned nor transferred by Company without the prior consent of AD.

c. Extension of Rights. All rights and obligations incurred hereunder by AD or the Company shall extend to and be binding upon their respective domestic divisions, subsidiaries, other controlled companies, affiliates and related entities.

d. Waiver. The waiver by AD of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

e. Injunctive Relief. The Company acknowledges that monetary relief would not be an adequate remedy for a breach or threatened breach by Company of the provisions of this Agreement and that AD shall be entitled to

the enforcement of this Agreement by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that AD may have.

f. Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

g. Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing will be duly given upon delivery, if delivered by hand, facsimile transmission, intercompany mail, or mail, to the following addresses:

If to AD:

Ali Dilmaghani  
7903 Georgetown Pike  
McLean, Virginia 22102  
P.O. Box 3301

If to the Company:

Lasership, Inc.  
7927 Jones Branch Drive  
Suite 150-North  
McLean, Virginia 22102  
Attn: Mr. Blake Averill

or to such other addresses or facsimile numbers as may be specified by like notice to the other parties.

h. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive internal laws of the Commonwealth of Virginia.

i. Arbitration. Any controversy or claim arising hereunder that cannot be resolved by the parties themselves, shall be settled by arbitration in Virginia or such other location as the parties may mutually agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award rendered thereon shall be in writing and shall be final and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction. Each party shall bear its own costs and expenses in connection with the arbitration and the costs and expenses of the arbitrators shall be borne as determined by the arbitrator.

j. Headings. The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

k. Survival. The provisions of Sections 1, 3, 5, 6, 8 and 9 of this Agreement will survive any termination of this Agreement.

l. Force Majeure. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

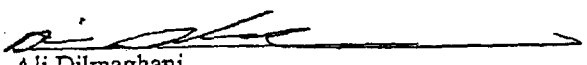
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

COMPANY:  
Lasership, Inc.

By: 

Print Name: KATHLEEN M. HUGHES

Title: VP FINANCE

  
Ali Dilmaghani