

07-17-2003

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



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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): SpectraFAX Corp. 6-30-03 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: SpectraFAX Communications, LLC Internal Address: Street Address: 4201 Galleria Drive City: Rockford State: IL Zip: 61111 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December 4, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/174,237 (lapsed) B. Trademark Registration No.(s) 1,604,394 1,645,816 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark J. Murphy Internal Address: Cook, Alex, McFarron, Manzo, Cummings & Mehler, Ltd. Street Address: 200 West Adams Street Suite 2850 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41): \$ 400 Enclosed Authorized to be charged to deposit account any deficiency in fee 8. Deposit account number: 50/1039

9. Signature. 40.00 OP 225.00 OP Name of Person Signing: MARK J. MURPHY Signature: [Signature] Date: June 25, 2003 Total number of pages including cover sheet, attachments, and document: 6

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

07/16/2003 01 FC:8521 02 FC:8522

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06-30-2003

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TRADEMARK REEL: 002778 FRAME: 0483

**RECORDATION FORM COVER SHEET
PART B. CONTINUED**

U.S. Registration Numbers

1,741,063

1,742,923

1,558,864

1,631,355 (lapsed)

1,585,389 (lapsed)

1,553,522 (lapsed)

1,585,384 (lapsed)

Patent, Technology and Trademark Assignment

This Patent, Technology and Trademark Assignment ("Assignment") is given as of December 4, 2001 by SpectraFAX Corp., a Florida corporation, (the "Assignor"), to SpectraFAX Communications, LLC, an Illinois limited liability company formerly known as DataCom Leasing, L.L.C. (the "Assignee").

1. Assignor and Assignee are parties to that certain Asset Purchase Agreement made as of December 4, 2001 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling and transferring to Assignee certain assets and liabilities of Assignor, including certain patents, technology and trademarks. In consideration for the obligations undertaken by Assignee under the Asset Purchase Agreement, the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its successors and assigns, does hereby sell, assign, transfer, convey and deliver to the Assignee and Assignee's successors and assigns, for its and their own use forever, the following:

(a) all of Assignor's right title and interest in and to all patents including without limitation those patents listed on Exhibit A attached hereto and in any and all inventions described or shown therein, and to any applications filed in any country based thereon or on a document claiming common priority, including the right to file applications under the provisions of any convention or treaty; and in and to any letters patents, confirmations, divisionals, continuations, continuation-in-parts, or substitute applications which may be filed on said inventions; and in and to any patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted upon said inventions (the "Patents");

(b) all of Assignor's right title and interest in and to all technical information related to the Patents including without limitation, all information (whether or not subject to patent registration or protection) relating to the Patents, such as research and development, methods, trade secrets, know-how, formulas, modifications or improvements, compositions, protocols, processes and techniques, design, discoveries, machines, inventions, ideas, data, statistical information and analyses, documentation produced or compiled by or on behalf of Assignor, computer programs (including software and data used in all such programs, related source and object codes), algorithms, drawings, and specifications (the "Technology"); and

(c) all of Assignor's right title and interest in and to all foreign and United States registered and unregistered trademarks, service marks, trade name and slogan, and each registration and application for any of the foregoing, including but not limited to those listed on Exhibit B attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such mark and registration, and all continuations and extensions thereof, the right to sue for past, present and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitations, license, royalties and proceeds of infringement suits) (the "Trademarks").

Exhibit A

Patents

1. United States Patent No. 5,136,634 - "Voice operated facsimile machine network"

Exhibit B**Service Marks and Trademarks**

The Assignor assigns the following proprietary trade and service marks:

SERVICE MARK OR TRADEMARK	U.S. REGISTRATION NUMBER	INTERNATIONAL APPROVALS
SpectraFAX	1,604,394 1,645,816 1,741,063 1,742,923	
Special Request	1,558,864	Japan (pending), Singapore
Liaison	1,631,355 (lapsed)	
Personal Link	1,585,389 (lapsed)	
Air2Print (service mark)	Serial Number 76174237 (lapsed)	
Faxcard	1,553,522 (lapsed)	
2Go!	1,585,384 (lapsed)	
2Alert Me	Unregistered trade name	