

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cellemetry LLC		03/31/2003	Limited Liability Company: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Data1Source LLC
<b>Street Address:</b>	1600 Parkwood Circle SE
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2497169	DATA1SOURCE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(770)693-5951
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	7704852589
<b>Email:</b>	plester@nmx.com
<b>Correspondent Name:</b>	Pamela S. Lester, Esq.
<b>Address Line 1:</b>	1600 Parkwood Circle SE
<b>Address Line 2:</b>	Suite 200
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339

<b>ATTORNEY DOCKET NUMBER:</b>	DATA1SOURCE TM ASSIGN
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<b>NAME OF SUBMITTER:</b>	Pamela S. Lester
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<b>Total Attachments: 1</b> source=Trademark assignment#page1.tif
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OP \$40.00 2497169

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made as of the 31<sup>st</sup> day of March, 2003 (this "Agreement") by and between Cellemetry LLC, a Delaware limited liability company ("Cellemetry") and Data1Source LLC, a Delaware limited liability company ("Data1Source").

WHEREAS, Cellemetry owns the trademark DATA1SOURCE, Reg. No. 2,497,169 (the "Trademark"); and

WHEREAS, Cellemetry desires to assign all of its rights and obligations with regard to the Trademark to Data1Source effective as of the date above, and Data1Source desires to assume all of such rights and obligations pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the date set forth above, Cellemetry hereby irrevocably and unconditionally assigns, transfers and conveys to Data1Source all of Cellemerty's right, title and interest to and in, and all of its obligations, duties and liabilities arising under, the Trademark.
2. Effective as of the date set forth above, Data1Source hereby irrevocably and unconditionally assumes all of the rights, and agrees to perform all obligations with regard to the Trademark.


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be effective as of the date first above written.

Cellemetry LLC

By:  Stratton J. Nicolaides

Title:

Data1Source LLC

By:  Michael Marett

Title: President