

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
AETEA Information Technology, Inc.

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

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

2. Name and address of receiving party(ies)
Name: AIT Acquisition Corp.
Internal Address:
Street Address: 325 Crossway Park Drive
City: Woodbury State: NY Zip: 11797

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

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

Execution Date: 1/12/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 2137375

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Vito Petretti
 Internal Address: Wolf, Block, Schorr and Solis-Cohen LLP
 Street Address: 1650 Arch Street - 22nd Floor
 City: Philadelphia State: PA Zip: 19103

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

8. Deposit account number:
232820

DO NOT USE THIS SPACE

9. Signature.
 Vito Petretti
 Name of Person Signing Vito Petretti Signature _____ Date
 Total number of pages including cover sheet, attachments, and document: 5

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

CH \$40.00 232820 2137375

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 14th day of January, 2004, by and between AETEA Information Technology, Inc., a Maryland corporation ("Assignor"), and AIT Acquisition Corp., a Delaware corporation ("Assignee").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated December 8, 2003 by and among the parties and AETEA Inc., a New York corporation and the parent of Assignor ("Parent"), the parties have agreed that Assignor shall sell, convey, transfer and assign the Assets (as defined in the Purchase Agreement) to Assignee, which Assets include the trademarks owned or used by Assignor set forth on Schedule A attached hereto (the "Marks");

B. Assignee wishes to obtain from Assignor all of its right, title and interest in and to the Marks, together with the business to which these Marks pertain, and all goodwill of the business symbolized by these Marks; and

C. Assignor wishes to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest in and to the Marks, together with the business to which these Marks pertain, and all goodwill of the business symbolized by these Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A attached hereto, together with the business to which these Marks pertain, and all goodwill of the business symbolized by these Marks; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. **Miscellaneous.**

(a) In furtherance of the Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute Assignee's right, title and/or interest in and to the Marks.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of New York without regard for its conflict of interest laws.

(e) This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Signatures follow]

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

AETEA INFORMATION TECHNOLOGY,
INC.

AIT ACQUISITION CORP.

By: Howard L. Stein

By: Jeffrey Sardis

Name: Howard L. Stein

Name: Jeffrey Sardis

Title: Chief Executive Officer

Title: President

SCHEDULE A

TRADEMARKS

Registered Marks:

AETEA – U.S. Trademark Registration No. 2137375