

**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>
TBC Investments, Inc.	Enveloc Corporation	01/08/2004	CORPORATION: ALABAMA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ValueComm, Inc.
<b>Street Address:</b>	3280 Dauphin St., C-124
<b>City:</b>	Mobile
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	36606
<b>Entity Type:</b>	CORPORATION: ALABAMA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2794042	ENVELOC

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(516)704-2131
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	251-476-8258
<b>Email:</b>	ww@enveloc.com
<b>Correspondent Name:</b>	ValueComm, Inc.
<b>Address Line 1:</b>	3280 Dauphin St., C-124
<b>Address Line 4:</b>	Mobile, ALABAMA 36606

<b>NAME OF SUBMITTER:</b>	William W. Oppenheimer
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<b>Total Attachments: 3</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif
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OP \$40.00 2794042

## TRADEMARK ASSIGNMENT

This Agreement is by and between TBC Investments, Inc. (previously named Enveloc Corporation) ("Assignor") and ValueComm, Inc. ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: U.S. Patent and Trademark Office Reg. No. 2,794,042 Mark:"Enveloc" (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

**2. Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00, payable on January 8, 2004.

**3. Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**4. Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**5. Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes

any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**6. Amendment.** This Agreement may be amended only by a writing signed by both parties.

**7. Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

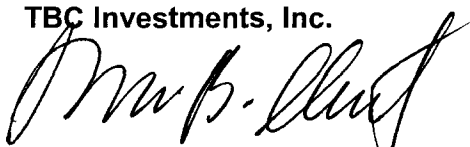
**8. Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**9. Governing Law.** This Agreement shall be construed in accordance with the State of Alabama, both as to a determination of its validity and enforcement. If any provision of this Agreement is contrary to, or prohibited by, or void or unenforceable under applicable law, then such provision shall be inapplicable to the extent invalid and deemed omitted to that extent, but shall not invalidate that valid portion remaining or any other provision of this Agreement.

Agreed this 8<sup>th</sup> day of January, 2004.

**Assignor:**

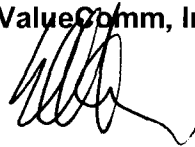
**TBC Investments, Inc.**



Thomas B. Clement, President

**Assignee:**

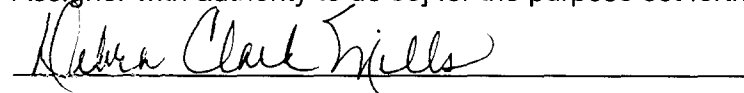
**ValueComm, Inc.**



William W. Oppenheimer, President

STATE OF ALABAMA  
COUNTY OF MOBILE

On this 8<sup>th</sup> day of January, 2004 the above signatory<sup>ies</sup>, known to me to be the PRESIDENTS of TBC INVESTMENTS INC & VALUECOMM INC, the Assignor above named, appeared before me and acknowledged this instrument as free and voluntary act [on behalf of the Assignor with authority to do so] for the purpose set forth.



Notary Public

My Commission Expires: 7-21-07

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
ENVELOC CORPORATION**

Pursuant to the provisions of Section 10-2B-10.06 of the Code of Alabama, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is ENVELOC CORPORATION.

SECOND: The following amendment was adopted by the Board of Directors of ENVELOC CORPORATION as of the 1<sup>st</sup> day of MAY, 2003, and approved by the shareholders of ENVELOC CORPORATION as of the 1<sup>st</sup> day of MAY, 2003, in the manner prescribed by the Alabama Business Corporations Act:

Article 1 of the Articles of Incorporation is hereby amended in its entirety to read as follows:

1. The name of the corporation is TBC INVESTMENTS, INC.

THIRD: ENVELOC CORPORATION has one class of voting stock outstanding and which is entitled to vote as a class. Such stock is designated as Common Stock. There are currently 1,000 shares of Common Stock outstanding. The number of shares of Common Stock represented at the meeting of the shareholders was 1,000.

FOURTH: Of the 1,000 shares represented at the meeting of the shareholders, 1,000 shares voted in favor of the amendment, and 0 shares voted against the amendment. The number of shares voted for the amendment was sufficient for the approval of the amendment.

FIFTH: The effective time of such amendment shall be the close of business on the date these Articles of Amendment are filed with the office of the Probate Judge of Mobile County, Alabama.

IN WITNESS WHEREOF, the undersigned duly elected officer of ENVELOC CORPORATION in Mobile, Alabama, has set his hand on behalf and as the act and deed of said corporation on and as of this the 1<sup>st</sup> day of MAY, 2003.

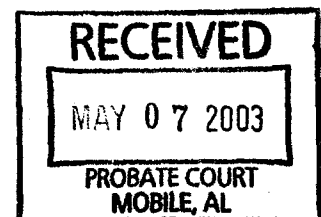
ENVELOC CORPORATION

*Thomas B. Clement, Sr.*

By: THOMAS B. CLEMENT SR.

Its: President

This instrument prepared by:  
J. Patrick Courtney III, Esq.  
P. O. Box 2205  
1 North Royal Street  
Mobile, Alabama 36652  
251/694-1001  
(Fax) 251/433-3752



RECORDED: 02/02/2004

TRADEMARK  
REEL: 002786 FRAME: 0700