

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594 (Modified)
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Trade-Power, Inc.

2. Name and address of receiving party(ies):

Trade Service Systems, Inc.
1777 Sentry Pkwy, W Gwynedd Hall 200
Blue Bell, PA 19422

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 12, 2004

Effective Date: July 12, 2004

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Pennsylvania
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s)

2,624,978

5. Name and address of party to whom correspondence document should be mailed:

Jake D. Feldman, Esq.
Attn: TMSU
Morgan, Lewis & Boelchius LLP
1111 Pennsylvania Avenue N.W.
Washington, D.C. 20004

Telephone: 202-739-5292
Facsimile: 202-739-3001
E-Mail: jfeldman@morganlewis.com

6. Total number of applications and registrations involved: 1

7. Total fee (27 C.F.R. § 3.41) \$40

Check enclosed.

Authorized to charge fee and any overpayments/deficiencies to deposit account.

8. Deposit account number:

13-4520

DO NOT USE THIS SPACE

9. Statement and signature

In the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jake D. Feldman, Esq.
Name of Person Signing


Signature

July 27, 2004
Date

Total number of pages including cover sheet, attachments and document: 3

OMB No. 0631-0011 (exp. 4/04)

CH 840.00 134520 2624978

Trademark Assignment

This Trademark Assignment is made on July 12, 2004, by Trade-Power, Inc., a Delaware Corporation ("Assignor") with a business address of 809-F Barkwood Court, Linthicum Heights, MD 21090-0488 and Trade Service Systems, Inc., a Pennsylvania Corporation ("Assignee") with a business address of 1777 Sentry Pkwy., W Gwynedd Hall 200, Blue Bell, PA 19422.

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of its right, title and interest in and to the TRADEPOWER name and mark, including the United States federal trademark registration for the TRADEPOWER Plus Design mark, Registration Number 2624978, registered September 24, 2002 ("the Mark").

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

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Mark and the goodwill of the Assignor associated therewith.
2. Rights and Privileges. All rights and privileges of the Assignor in the Mark, including the right to sue for and receive all damages from past infringements of the Mark by parties unaffiliated with the Assignor or the Assignee, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Authorization. Assignor authorizes and requests the Commissioner of Trademarks of the United States, and any other officials throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record Assignee as the assignee and owner of any and all rights in the Mark.
4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Governing Law. This Assignment shall be construed under and governed by the laws of

the State of Delaware without regard to its conflict of laws provisions or other principles of any jurisdiction that would result in the application of any law other than the laws of the State of Delaware.

In WITNESS THEREOF, this Assignment has been executed on behalf of each of the parties hereto as of the date first written above.

TRADE-POWER, INC.

By: [Signature]
Name: DAVID H. NESTER
Title: PRESIDENT

TRADE SERVICE SYSTEMS, INC.

By: [Signature]
Name: DAVID H. NESTER
Title: PRESIDENT