

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 8/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
U.S. Design Corporation

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

Citizenship (see guidelines) Maryland

Execution Date(s) March 1, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Objective Data Storage, LLC

Internal

Address:

Street Address: 9075 Guilford Road

City: Columbia

State: MD

Country: USA Zip: 21046

- Association
- General Partnership
- Limited Partnership
- Corporation

Other LLC Citizenship Maryland

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1866072

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

IC 042 Distributorship of value added digital data storage devices.

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

Name: Katharine Meyer

Internal Address:

Galland, Kharasch, Greenberg

Street Address: 1054 31st Street, NW
Suite 200

City: Washington

State: DC Zip: 20007

Phone Number: 202-342-6775

Fax Number: 202-342-5219

Email Address: kmeyer@gkglaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1771
Expiration Date 8/07

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



November 3, 2004

Date

Katharine Meyer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 1866072

THIS LIQUIDATION AND ASSET CONTRIBUTION AGREEMENT (this "Agreement"), dated as of March 1, 2003 ("Agreement Date"), is made by and among U.S. Design Corporation, a Maryland corporation (the "Corporation"), Objective Data Storage, LLC, a Maryland limited liability company ("Objective"), James W. Vitale ("Vitale"), a Maryland resident and Earl Linehan ("Linehan"), a Maryland resident.

RECITALS

WHEREAS, Objective and FileLink Corporation, a Minnesota corporation, have entered, as of even date herewith, into a Software Acquisition Agreement (the "Acquisition Agreement");

WHEREAS, as a condition to closing the Acquisition Agreement, Objective shall have acquired all the stock or assets of the Corporation or shall have executed a binding, irrevocable agreement to acquire all the stock or assets of the Corporation (the "Pre-condition");

WHEREAS, Vitale and Linehan together own one hundred percent of the issued and outstanding shares of capital stock of the Corporation;

WHEREAS, the Corporation, in order to satisfy the Pre-condition, will liquidate and distribute all its assets (the "Assets") to Vitale and Linehan;

WHEREAS, Vitale and Linehan, in order to satisfy the Pre-condition, will contribute the Assets to Objective in consideration of their receipt of equity interests in Objective;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound, the Parties agree as follows:

1. **Corporate Liquidation.** The Corporation hereby irrevocably agrees that no later than April 30, 2003 it shall adopt a plan of liquidation and shall in fact liquidate, distributing the Assets proportionately to Vitale and Linehan (the "Liquidation").

2. **Shareholder Contribution.** Each of Vitale and Linehan hereby irrevocably agree that contemporaneously with the Liquidation they shall contribute their distributed share of the Assets to Objective in return for an equity ownership interest in Objective (the "Contribution").

3. **Assignment and Assumption.** As part of, and in relation to, the Contribution Objective hereby irrevocably agrees to assume the contractual rights and obligations of the Corporation as well as its financial liabilities (collectively, the "Contracts and Liabilities"). The Corporation and/or Vitale and Linehan, as the case be hereby irrevocably agree to assign the Contracts and Liabilities to Objective.

4. **Miscellaneous Provisions.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement (including any attachments referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter hereof, and (b) shall not be assigned, except to an affiliate, by one party to a third party without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the rules of conflict of laws of the State of Maryland or any other jurisdiction. Each of the parties hereto irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the State of Maryland for any litigation arising out of or relating to this Agreement and the transaction contemplated by this Agreement (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation therein, and agrees not to plead or claim that such litigation has been brought in an inconvenient forum. This Agreement may not be amended except by an instrument in writing signed on behalf of all the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by the other parties hereto. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

OBJECTIVE DATA STORAGE, LLC

U.S. DESIGN CORPORATION

By: _____
 Boyce McCorkle
 Managing Member and CEO

By: _____
 Name, Title

 James W. Vitale

 Earl Linchan

OBJECTIVE DATA STORAGE, LLC

By: 

Boyce McCorkle
Managing Member and CEO


James W. Vitale


Earl Lincoln

U.S. DESIGN CORPORATION

By: 

Name, Title

James U. Vitale
Director

Liquidation & Contribution Agreement

FROM : U. S. DESIGN

PHONE NO. : 410 381 3235

FAX NO. : 410 381 3235

Liquidation & Contribution Agreement

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OBJECTIVE DATA STORAGE, LLC

U.S. DESIGN CORPORATION

By: _____
 Boyce McCorkle
 Managing Member and CEO

By: _____
 Name, Title

James W. Vivaldi

 Earl Lindholm