

09-22-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office



RECO
TR 102841603

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

9-17-04

1. Name of conveying party(ies)/Execution Date(s):

ARINC Incorporated

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

- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) September 2, 2004

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: Opti-Fi Networks, LLC

Internal

Address:

Street Address: 2551 Riva Road, MS 6-1526

City: Annapolis

State: Maryland

Country: USA Zip: 21401

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Limited Liability Company Citizenship Delaware

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)

76/544467

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

Opti-Fi Networks

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

Name: Lyman F. Spitzer

Internal Address: Shumaker, Loop & Kendrick, LLP

Street Address: 1000 Jackson

City: Toledo

State: Ohio Zip: 43624

Phone Number: (419) 321-1207

Fax Number: (419) 241-6894

Email Address: lspitzer@slk-law.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 _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Lyman F. Spitzer

Signature

Lyman F. Spitzer, Authorized Agent

Sept. 14, 2004

Date

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

09/21/2004 00000018 76544467 Name of Person Signing

01 FC:0521

Document recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003048 FRAME: 0967

SERVICE MARK ASSIGNMENT

WHEREAS, ARINC Incorporated, a Delaware corporation with principal offices located at 2551 Riva Road, MS 6-1526, Annapolis, Maryland 21401 (the "Assignor") has adopted and used the service mark "Opti-Fi Networks" (the "Mark") for providing wireless telecommunications connections to the internet;

WHEREAS, the Assignor has filed an application for registration of the Mark with the United States Patent and Trademark Office for use in connection with such services, which application was filed September 3, 2003 and is designated as serial number 76/544467;


WHEREAS, Assignor desires to assign the aforesaid Mark and all rights of Assignor with respect thereto and the pending application for registration thereof and the goodwill of the business associated therewith to Opti-Fi Networks, LLC, a Delaware limited liability company with principal offices located at 2551 Riva Road, MS 6-1526, Annapolis, Maryland 21401 ("Assignee"); and

WHEREAS, Assignor and Assignee desire to confirm the assignment for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and delivers unto Assignee, effective as of the date hereof, all right, title and interest of Assignor in and to the aforesaid Mark and the pending application for registration thereof with the United States Patent and Trademark Office, together with the goodwill of the business connected with and symbolized by the aforesaid Mark, as well as all rights to damages or profits, due or accrued, arising out of any past infringement of the aforesaid Mark or injury to said goodwill, and the right to sue for and recover the same in Assignee's own name. Assignor hereby agrees to cooperate with Assignee in all such legal actions by Assignee but at Assignee's expense. Assignor hereby represents and warrants to Assignee that it has full and unencumbered rights to the Mark and the pending application for registration thereof with authority to convey such rights to Assignee and that, prior hereto, it has not transferred any rights or licenses to the Mark or the pending application for registration thereof to any other person, other than the grant of a security interest to Wachovia Bank, National Association, which security interest has since been released.

2nd IN WITNESS WHEREOF, this Assignment has been executed by Assignor as of the day of September, 2004.

ARINC Incorporated

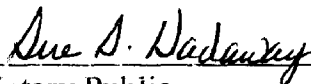
By: 

Print Name: CHRIS B. ARMIGER

Title: SR. Director Finance, ARINC MD BOD member - OPTI-Fi

STATE OF MARYLAND)
Anne)
COUNTY OF Arundel)

On the 2nd day of September, 2004 before me personally came Christopher B. Armiger known to me to be the person who executed the foregoing instrument and who being duly sworn by me did depose and acknowledge that he executed the same as his free act and deed for the uses and purposes therein mentioned.


Notary Public

My Commission Expires: 12-1-04