

11-02-2004

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



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

REC

102873238

10/29/04

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):

Xelus, Inc.

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

Citizenship (see guidelines)

Execution Date(s) March 31, 2002

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: LPA Systems, Inc.

Internal

Address:

Street Address: 290 Woodcliff Drive

City: Fairport

State: New York

Country: USA Zip: 14450

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship NY
- Other Citizenship

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)

2,253,332; 2,251,304

Additional sheet(s) attached? Yes No

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

LPA; LPA SOFTWARE

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

Name: Esther G. Eagan

Internal Address: Phillips Lytle LLP

Street Address: 3400 HSBC Center

City: Buffalo

State: New York Zip: 14203

Phone Number: (716) 847-8400

Fax Number: (716) 852-6100

Email Address: eeagan@phillipslytle.com

6. Total number of applications and registrations involved:

2

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

- 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:

Esther G. Eagan
Signature

October 27, 2004

Date

Esther G. Eagan

Name of Person Signing

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

Documents to be 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: 003071 FRAME: 0303

11/01/2004 EQUIPER 00000000 253332
01 FC:6521
02 FC:6522

Exhibit 1.1.3A

Assignment of Trademark

The Trademark Assignment, substantially in the form set forth in this Exhibit 1.1.3A, will be executed by Seller and delivered to Buyer at Closing.

TRADEMARK ASSIGNMENT

WHEREAS, XELUS, INC., a Delaware corporation, having its place of business located at 290 Woodcliff Drive, Fairport, New York 14450 ("Assignor"), has adopted, is using and owns the entire right, title and interest in the trademarks LPA, including U.S. Trademark Registration No.2,253,332, registered June 15, 1999, in Class 9 for "computer software for use in supply chain management, namely inventory and repair planning, forecasting and deployment" and LPA SOFTWARE, including U.S. Trademark Registration No.2,251,304, registered June 8, 1999, in Class 9 for "computer software for use in supply chain management, namely inventory and repair planning, forecasting and deployment" (the "Trademarks"); and

WHEREAS, LPA SYSTEMS, INC., a New York corporation, having its place of business at 290 Woodcliff Drive, Fairport, New York 14450, ("Assignee") is desirous of acquiring Assignor's interest in and to the Trademarks;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Asset Purchase and Sale Agreement dated as of January 31, 2002 Assignor hereby assigns, sells, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by said Trademarks, and any and all rights to bring any suit or action for damages for past infringement of the Trademarks by any third party and the right to keep for itself any damages or other recovery it obtains therefrom. Assignor hereby covenants to execute and deliver to Assignee such additional assignments and instruments of transfer as Assignee may require to evidence Assignee's ownership of the Trademarks or the conveyance of the Trademarks to Assignee.

IN WITNESS WHEREOF, the Assignor has caused this document to be executed by its duly authorized representative as of the 13th day of March, 2002.

XELUS, INC.

By 

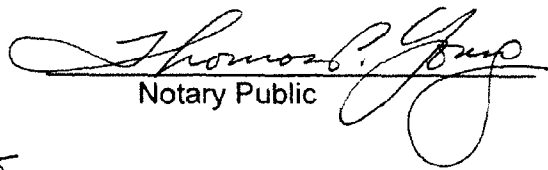
Name: Michael Fabiaschi

Title: Chairman, President and CEO

STATE OF NEW YORK)
) ss:
COUNTY OF MONROE)

On this 13th day of March, 2002, before me, the subscriber, personally appeared, Michael Fabiaschi, to be known and known to me to be the person described in the within instrument, who executed the within instrument in said capacity in my presence, and he acknowledged to me that he executed the same for the purposes therein mentioned.

THOMAS P. YOUNG
Notary Public, State of New York
MONROE COUNTY
My commission expires 11/30/2005


Notary Public