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12-07-2004

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To the Honorable Commissioner of F

102896118

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DIGITAL PAPER CORPORATION

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: OCTOBER 10, 2003

2. Name and address of receiving party(ies)

Name: ePLUS CAPITAL, INC.

Internal Address: SUITE B

Street Address: 400 HERNDON PARKWAY

City: HERNDON State: VA ZIP: 20170

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

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)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

#75/942426

#76/195503

B. Trademark Registration No.(s)

#2605425 #2604025

#2605426 #2581570

Additional numbers attached? Yes No

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

Name: JOAN FAGAN TEICH, ESQ

Internal Address: GELTNER & ASSOCIATES, P.C.

Street Address: 10 E STREET, S.E.

City: WASHINGTON State: DC ZIP: 20003

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To 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.

Jean Fagan Teich

Name of Person Signing

Jean Fagan Teich

Signature

11/24/04

Date

12/06/2004 DBYRNE

00000030 75942426

Total number of pages including cover sheet, attachments, and document: 4

01 FC:8521
02 FC:8522

40.00MB documents to be recorded with required cover sheet information to:
125.00 DP Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

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TRADEMARK
REEL: 003088 FRAME: 0019

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARK (the "Assignment") dated as of October __, 2003, made by Digital Paper Corporation, a Virginia corporation having a principal place of business at 201 North Union Street, Suite 140, Alexandria, VA 22314 ("Assignor") to ePlus Capital, Inc., a Virginia corporation having a principal place of business at 400 Herndon Parkway, Suite B, Herndon, Virginia 20170 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of October __, 2003 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor is the owner of the trademarks set out on the attached Schedule A, (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks;

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

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that Assignor shall, and shall cause its Affiliates to, at its own expense, execute and deliver, or cause to be executed and delivered, such additional instruments, documents, conveyances or assurances and take such other actions as may be necessary, or otherwise reasonably requested by Assignee, to render effective the consummation of the transactions contemplated by this Assignment, the Agreement and any Ancillary Documents or otherwise carry out the intent and purposes of this Assignment, the Agreement and any Ancillary Documents.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the Commonwealth of Virginia, without giving effect to the conflict of laws rules thereof

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first set above.

Digital Paper Corporation

By:

Name:

Title:

[Handwritten Signature]
CHRISTOPHER E. Fountain
PRESIDENT & CEO

COMMONWEALTH OF VIRGINIA)

COUNTY OF FAIRFAX)

:SS:

On October 10, 2003 before me, the undersigned, personally appeared CHRISTOPHER E. Fountain personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Handwritten Signature]

(signature and office of individual taking acknowledgment)

Notary Public

My Commission Expires: 4/30/2004

SCHEDULE A

Trademark

Application/Registration Number

DOCPAK

Application #75/942284 Registration #2605425

DOCQUEST

Application #75/942426

SIMPLY FASTER

Application #75/942427 Registration #2605426

VIEWMARK

Application #76/195010 Registration #2604025

DIRECTSIGHT

Application #76/195503

DIGITAL PAPER

Application #76/203693 Registration #2581570

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