

12-07-2004

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DIGITAL PAPER LLC

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

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

3. Nature of conveyance:

- Assignment (checked), Merger, Security Agreement, Change of Name, Other

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 (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked)

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

#2439588

Additional numbers attached? Yes No (checked)

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

Name: JOAN FAGAN TEICH

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:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed (checked)

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

Joan Fagan Teich Name of Person Signing

Joan Fagan Teich Signature

11/24/03 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

ababab.max

TRADEMARK REEL: 003088 FRAME: 0079

12-3-04

COMMUNICATE

12/06/2004 2439588 40.00 DP

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARK (the "Assignment") dated as of October 10, 2003, made by Digital Paper LLC, a Virginia limited liability company 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 is the owner of the mark Intranet Docs, which has been registered on the supplemental register of the United States Patent and Trademark Office (registration number 243958, application number 75/402395) (the "Assigned Mark"); and

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

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 Mark 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 Mark, 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 Agents to, at its own expense, execute and deliver, or cause to be executed and delivered, such additional instruments, documents, conveyances or assignments and take such other actions as may be necessary, or otherwise reasonably requested by Assignee, to render effective the consummation of the transaction contemplated by this Assignment or otherwise carry out the intent and purposes of this Assignment.

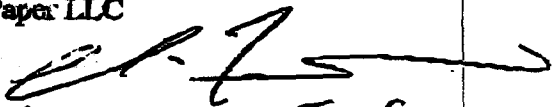
Assignor represents and warrants to Assignee that it has sole right, title and interest in the Assigned Mark and such title is free and clear of any liens or other incumbrance which would prevent Assignor from assigning title and all rights in the Assigned Mark to Assignee hereunder.

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.

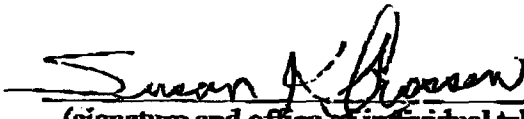
Digital Paper LLC

By: 
Name: CHRISTOPHER E. FOUNTAIN
Title: 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.


(signature and office of individual taking acknowledgment)

Notary Public
My Commission Expires: 4/30/2004