

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Distribution Systems, Inc.		11/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ecometry Corporation
Street Address:	1615 S. Congress Avenue
City:	Delray Beach
State/Country:	FLORIDA
Postal Code:	33445
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2727503	NEXTOR
Registration Number:	2678000	VALUSTOR

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-446-4800
 Email: hsmith@kirkland.com
 Correspondent Name: Hayley M. Smith
 Address Line 1: Kirkland & Ellis LLP 153 E. 53rd Street
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	ECOMETRY (G. KAO)
NAME OF SUBMITTER:	Hayley Smith

CH \$65.00 2727503

Signature:	//Hayley Smith//
Date:	11/23/2005
Total Attachments: 5 source=Ecometry TM Assign#page1.tif source=Ecometry TM Assign#page2.tif source=Ecometry TM Assign#page3.tif source=Ecometry TM Assign#page4.tif source=Ecometry TM Assign#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 21st day of October, 2005, ("Effective Date"), by and between Advanced Distribution Systems, Inc., a Delaware corporation, with its principal office at 5303 Chrysler Way, Upper Marlboro, Maryland ("Assignor") and Ecometry Corporation, a Florida corporation, with its principal office at 1615 South Congress Avenue, Delray Beach, Florida ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October __, 2005 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all trademarks and trademark applications relating to the Business, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may

arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

Advanced Distribution Systems, Inc.

By: [Signature]
Name: Donald A Hooker
Title: Pres & CEO

ASSIGNEE

Ecometry Corporation

By: _____
Name: John Marrah
Title: President

STATE OF MARYLAND)
) SS.
COUNTY OF CALVERT)

On this 18 day of November, 2005, before me, R CALVERT STEWART, Notary Public, personally appeared DONALD HOOKER, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

RCSKt
CALVERT STEWART
NOTARY PUBLIC
1000 E. BALTIMORE AVE.
BALTIMORE, MD 21201
Tel: 410-552-1000

SCHEDULE A
United States Trademark Registrations

Trademark	Owner	Reg. No.	Reg. Date
NEXTOR	Advanced Distribution Systems, Inc.	2727503	June 17, 2003
Valustor	Advanced Distribution Systems, Inc.	26780000	January 21, 2003