

AUG 4 2005

08-10-2005

Form PTO-1594 (Rev. 07/05)
MB Collection 0651-0027 (exp. 6/30/2008)

E
3c

**RECORDATION FORM COVER
TRADEMARKS ONLY**



103059055

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):
 Manchester Equipment Co., Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: New York
 Other _____
 Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No
 Name: Manchester Technologies Inc.
 Internal _____
 Address: _____
 Street Address: 50 Marcus Boulevard
 City: Hauppauge
 State: New York
 Country: USA Zip: 11788

3. Nature of conveyance /Execution Date(s):
 Execution date(s) August 1, 2005
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 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 deposition of the Trademark.
 A. Trademark Application No.(s) See attached
 B. Trademark Registration No.(s) See attached
 Additional sheet(s) attached? Yes No

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

5. Name & Address of party to whom correspondence concerning document should be mailed:
 Name: Carolyn Casselman, Esq.
 Internal Address: c/o Paul, Weiss, Rifkind, Wharton & Garrison LLP
 Street Address: 1285 Avenue of the Americas
 City: New York
 State: NY Zip: 10019-6064
 Phone Number: (212) 373-3757
 Fax Number: (212) 492-0757
 Email Address: ccasselman@paulweiss.com

6. Total number of applications and registrations involved: 18
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00
 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 Carolyn Casselman 8/2/05 Date
 Carolyn Casselman, Esq. Signature
 _____ Name of Person Signing
 Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/09/2005 JFALLAH2 00000006 2290243

01 FC:0521 40.00 DP
02 FC:0522 425.00 DP

**TRADEMARK
REEL: 003205 FRAME: 0647**

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>
1. "Manchester the answer" and design	2,290,243
2. "Manchester the answer" and design	2,278,177
3. "Manchester the answer" and design	2,276,175
4. "Manchester the answer" and design	2,274,548
5. "Manchester the answer" and design	2,274,543
6. "Manchester"	2,290,246
7. "Manchester"	2,276,177
8. "MANCHESTER the answer" and design	2,281,684
9. "Manchester the answer" and design	2,274,544
10. "MANCHESTER"	2,281,680
11. "MANCHESTER"	2,274,553
12. "MANCHESTER"	2,272,391
13. "MANCHESTER"	2,272,390
14. "MANCHESTER"	2,272,389
15. "The Answer"	2,281,681
16. "The Answer"	2,274,545
17. "TelstarR"	2,617,004
18. "MEC" and design	1,860,154

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of August 1, 2005 made by Manchester Equipment Co., Inc., a New York corporation ("Assignor"), in favor of Manchester Technologies Inc., a New York corporation ("Assignee").

WHEREAS Assignor is the owner of the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks"); and

WHEREAS Assignee desires to acquire the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to each of the Marks, along with the following:

1. the goodwill of the business symbolized by and associated with the Marks;
2. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

MANCHESTER EQUIPMENT CO., INC.

By: _____

Name: Seth Collins

Title: President

SCHEDULE 1

<u>OWNER</u>	<u>TRADEMARK NAME</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Manchester Equipment Co., Inc.	"Manchester the answer" and design	2,290,243	Nov. 2, 1999
Manchester Equipment Co., Inc.	"Manchester the answer" and design	2,278,177	Sept. 14, 1999
Manchester Equipment Co., Inc.	"Manchester the answer" and design	2,276,175	Sept. 7, 1999
Manchester Equipment Co., Inc.	"Manchester the answer" and design	2,274,548	Aug. 31, 1999
Manchester Equipment Co., Inc.	"Manchester the answer" and design	2,274,543	Aug. 31, 1999
Manchester Equipment Co., Inc.	"Manchester"	2,290,246	Nov. 2, 1999
Manchester Equipment Co., Inc.	"Manchester"	2,276,177	Sept. 7, 1999
Manchester Equipment Co., Inc.	"MANCHESTER the answer" and design	2,281,684	Sept. 28, 1999
Manchester Equipment Co., Inc.	"Manchester the answer" and design	2,274,544	Aug. 31, 1999
Manchester Equipment Co., Inc.	"MANCHESTER"	2,281,680	Sept. 28, 1999
Manchester Equipment Co., Inc.	"MANCHESTER"	2,274,553	Aug. 31, 1999
Manchester Equipment Co., Inc.	"MANCHESTER"	2,272,391	Aug. 24, 1999
Manchester Equipment Co., Inc.	"MANCHESTER"	2,272,390	Aug. 24, 1999
Manchester Equipment Co., Inc.	"MANCHESTER"	2,272,389	Aug. 24, 1999
Manchester Equipment Co., Inc.	"The Answer"	2,281,681	Sept. 28, 1999
Manchester Equipment Co., Inc.	"The Answer"	2,274,545	Aug. 21, 1999
Manchester Equipment Co., Inc.	"TelstarR"	2,617,004	Sept. 10, 1999
Manchester Equipment Co., Inc.	"MEC" and design	1,860,154	Oct. 25, 1994