

AUG 4 2005

08-10-2005

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



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RECORDATION FORM COVER TRADEMARKS ONI

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8.4.05

1. Name of conveying party(ies):
 Electrograph Technologies Corp.
 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: Electrograph Systems, 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 Contribution Agreement

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: 23
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 590.00
 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
 Signature
 Carolyn Casselman, Esq.

8/2/05 Date

Total number of pages including cover sheet, attachments, and document: 7

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 JJALLAH2 00000005 2290243

01 FC:8521
02 FC:8522

40.00 DP
550.00 DP

TRADEMARK
REEL: 003205 FRAME: 0690

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. MAKETPLACE4U	2,434,608
19. I AND DESIGN	2,434,948
20. MARKETPLACE 4U.COM	2,389,814
21. MARKETPLACE4U.COM	2,381,373
22. MARKETPLACE4U	2,383,153
23. MEC AND DESIGN	1,860,154

CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT (this "Agreement"), dated as of August 1, 2005, by and among Electrograph Technologies Corp., formerly known as Manchester Technologies, Inc. ("ETC") and Electrograph Systems, Inc. ("ESI").

WHEREAS, ESI, Champion Vision, Inc. ("Champion"), Coastal Office Products, Inc. ("Coastal"), e.Track Solutions, Inc. ("e.Track"), and Texport Technology Group, Inc. ("Texport") are each a direct wholly owned subsidiary of ETC;

WHEREAS, Marketplace 4U.com ("Marketplace") was a direct wholly owned subsidiary of ETC prior to its dissolution;

WHEREAS, pursuant to an Agreement and Plan of Merger, dated as of April 17, 2005 (as amended, supplemented or otherwise modified, the "Merger Agreement"), by and among Electrograph Holdings, Inc., CICE Acquisition Corp. ("Merger Sub"), and ETC, as of the date hereof, Merger Sub merged with and into ETC, with ETC surviving such merger (the "Merger");

WHEREAS, each of the parties hereto wishes to effect each of the contributions described herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. Contribution of Stock of Champion, Coastal, e.Track and Texport.
As of the date hereof, effective as of immediately after the effective time of the Merger, ETC shall contribute to ESI all of the outstanding stock of Champion, Coastal, e.Track and Texport.
2. Contribution of Assets Obtained from the Liquidation of Marketplace. As of the date hereof, effective as of immediately after the effective time of the Merger, ETC shall contribute to ESI any and all assets obtained from the liquidation of Marketplace including, but not limited to any intellectual property.
3. Contribution of Intellectual Property.
 - (a) As of the date hereof, effective as of immediately after the effective time of the Merger, ETC shall contribute to ESI any and all of its intellectual property, including but not limited to the intellectual property set forth on Schedule 1.
 - (b) ETC has, simultaneously with the execution of this Agreement, executed a Trademark Assignment, substantially in the form of Exhibit A hereto, and hereby authorizes ESI to file such Trademark Assignment in the United States Patent and Trademark Office.

4. Miscellaneous.

(a) This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, whether oral or written, among the parties hereto with respect to the subject matter hereof.

(b) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

(c) This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

(d) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without reference to the conflict of laws principles thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be
duly executed as of the date first written above.

ELECTROGRAPH TECHNOLOGIES
CORP.

By: 

Name: Robert A. Ferris

Title: Vice President and Treasurer

ELECTROGRAPH SYSTEMS, INC.

By: _____

Name: Alan Marc Smith

Title: Chief Executive Officer and Treasurer

[Signature Page to Contribution Agreement]

TRADEMARK
REEL: 003205 FRAME: 0694

IN WITNESS WHEREOF, the parties have caused this Agreement to be
duly executed as of the date first written above.

**ELECTROGRAPH TECHNOLOGIES
CORP.**

By: _____
Name: Robert A. Ferris
Title: Vice President and Treasurer

ELECTROGRAPH SYSTEMS, INC.

By:  _____
Name: Alan Marc Smith
Title: Chief Executive Officer and Treasurer

[Signature Page to Contribution Agreement]

SCHEDULE 1

<u>HOLDER</u>	<u>TRADEMARK NAME</u>	<u>REGISTRATION #</u>	<u>REGISTRATION DATE</u>
Electrograph Systems, Inc.	“Manchester the answer” and design	2,290,243	Nov. 2, 1999
Electrograph Systems, Inc.	Manchester the answer” and design	2,278,177	Sept. 14, 1999
Electrograph Systems, Inc.	Manchester the answer” and design	2,276,175	Sept. 7, 1999
Electrograph Systems, Inc.	Manchester the answer” and design	2,274,548	Aug. 31, 1999
Electrograph Systems, Inc.	Manchester the answer” and design	2,274,543	Aug. 31, 1999
Electrograph Systems, Inc.	“Manchester”	2,290,246	Nov. 2, 1999
Electrograph Systems, Inc.	“Manchester”	2,276,177	Sept. 7, 1999
Electrograph Systems, Inc.	“MANCHESTER the answer” and design	2,281,684	Sept. 28, 1999
Electrograph Systems, Inc.	“Manchester the answer” and design	2,274,544	Aug. 31, 1999
Electrograph Systems, Inc.	“MANCHESTER”	2,281,680	Sept. 28, 1999
Electrograph Systems, Inc.	“MANCHESTER”	2,274,553	Aug. 31, 1999
Electrograph Systems, Inc.	“MANCHESTER”	2,272,391	Aug. 24, 1999
Electrograph Systems, Inc.	“MANCHESTER”	2,272,390	Aug. 24, 1999
Electrograph Systems, Inc.	“MANCHESTER”	2,272,389	Aug. 24, 1999
Electrograph Systems, Inc.	“The Answer”	2,281,681	Sept. 28, 1999
Electrograph Systems, Inc.	“The Answer”	2,274,545	Aug. 21, 1999
Electrograph Systems, Inc.	“TelstarR”	2,617,004	Sept. 10, 1999
Electrograph Systems, Inc.	“Maketplace4u”	2,434,608	Mar. 13, 2001
Electrograph Systems, Inc.	“I” and design	2,434,948	Mar. 13, 2001
Electrograph Systems, Inc.	“Marketplace 4U.com”	2,389,814	Sept. 26, 2000
Electrograph Systems, Inc.	“Marketplace4U.com”	2,381,373	Aug. 29, 2000

[Signature Page to Contribution Agreement]

<u>HOLDER</u>	<u>TRADEMARK NAME</u>	<u>REGISTRATION #</u>	<u>REGISTRATION DATE</u>
Electrograph Systems, Inc.	"Marketplace4U"	2,383,153	Sept. 5, 2000
Electrograph Systems, Inc.	"MEC and design"	1,860,154	Oct. 25, 1994

[Signature Page to Contribution Agreement]

Trademark Assignment

This Trademark Assignment is made and entered into as of August __, 2005, by and between Electrograph Technologies Corp., formerly known as Manchester Technologies, Inc. ("ETC"), a New York corporation, and Electrograph Systems Inc. ("ESI"), a New York corporation, (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the "Agreement"), ETC has assigned all right, title and interest in its intellectual proptery, including the trademarks, service marks, trade dress, designs, logos and other indicia of origin listed on the attached Schedule 1, and all goodwill of any business in the United States and Puerto Rico associated and connected therewith and symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, ESI has acquired all right, title and interest in and to ETC's intellectual property, including the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

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


1. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, ETC hereby assigns to ESI all of ETC's right, title and interest in and to the Trademarks.
2. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in ETC's intellectual property.

SCHEDULE 1

<u>HOLDER</u>	<u>TRADEMARK NAME</u>	<u>REGISTRATION #</u>	<u>REGISTRATION DATE</u>
Electrograph Systems, Inc.	"Manchester the answer" and design	2,290,243	Nov. 2, 1999
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Electrograph Systems, Inc.	"The Answer"	2,274,545	Aug. 21, 1999

<u>HOLDER</u>	<u>TRADEMARK NAME</u>	<u>REGISTRATION #</u>	<u>REGISTRATION DATE</u>
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Electrograph Systems, Inc.	"MEC and design"	1,860,154	Oct. 25, 1994

ELECTROGRAPH TECHNOLOGIES CORP., INC.

By: 
Name: Rhiannon Kubicke
Title:

Address: 50 Marcus Boulevard
Hauppauge, New York 11788

Attention: Chief Executive Officer
Facsimile: (631) 951-8215

ELECTROGRAPH SYSTEMS, INC.

By: _____
Name:
Title:

Address:

Attention: Chief Executive Officer
Facsimile: (631) 951-8215

ELECTROGRAPH TECHNOLOGIES CORP., INC.

By: _____

Name:

Title:

Address: 50 Marcus Boulevard
Hauppauge, New York 11788

Attention: Chief Executive Officer

Facsimile: (631) 951-8215

ELECTROGRAPH SYSTEMS, INC.

By: _____

Name: Alan Marc Smith

Title:

Address:

Attention: Chief Executive Officer

Facsimile: (631) 951-8215