

11-09-2006



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

11.8.06

1. Name of conveying party(ies):

DecisionOne Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 19, 2005

- Assignment
- Security Agreement
- Other Bill of Sale & Assignment of Contract, Rights and Assumption of Liabilities (see attached)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MINPACK, INC.

Internal Address: Robert W. Thompson

Street Address: 400 2nd Street SE

City: Pine City

State: Minnesota

Country: U.S.A. Zip: 55063

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2262990

Additional sheet(s) attached? Yes No

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

Word Mark: "Duplicard"

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

Name: Carrie A. Doom

Internal Address: Parker, Satrom & Donegan P.A.

Street Address: 123 South Ashland St.

City: Cambridge

State: MN Zip: 55008

Phone Number: 763-689-3000

Fax Number: 763-689-2956

Email Address: cdoom@parkersatrom.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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: Carrie A. Doom
Signature

11/6/06
Date

Carrie A. Doom
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

BILL OF SALE AND ASSIGNMENT OF CONTRACT RIGHTS AND ASSUMPTION OF LIABILITIES

THIS BILL OF SALE AND ASSIGNMENT OF CONTRACT RIGHTS AND ASSUMPTION OF LIABILITIES is made as of December 19, 2005, between DECISIONONE CORPORATION, a Delaware corporation ("Seller"), and MINPACK, INC., a Minnesota corporation ("Buyer").

Background

Seller, Buyer and Robert W. Thompson are parties to an Asset Purchase Agreement, dated as of December 19, 2005 (the "Purchase Agreement"), pursuant to which (a) Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller the Purchased Assets (as defined in the Purchase Agreement) but excluding the Excluded Assets (as defined in the Purchase Agreement), and (b) Seller agreed to transfer to Buyer and Buyer agreed to assume certain specific Assumed Liabilities (as defined in the Purchase Agreement) but excluding the Excluded Liabilities (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration delivered on the date hereof in connection with the consummation of the transactions contemplated by the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, Seller and Buyer hereby agree as follows

1. Sale and Transfer of Assets and Contract Rights. Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer all of Seller's right, title and interest in and to all of the Purchased Assets listed in Section 1.1 of the Purchase Agreement.

2. Assumption of Liabilities. In partial consideration for the sale, transfer, conveyance, grant and delivery of the Purchased Assets by Seller to Buyer, and as contemplated by Section 2.1 of the Purchase Agreement, Buyer hereby expressly assumes and agrees to pay, perform and/or discharge all of the Assumed Liabilities.

3. Further Actions. Buyer agrees to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and Buyer and Seller agree to execute and deliver further instruments and take such other action as the other may reasonably request to more effectively consummate the assignment to Buyer of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities as contemplated by the Purchase Agreement and this Bill of Sale and Assignment of Contract Rights and Assumption of Liabilities.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Bill of Sale and Assignment of Contract Rights and Assumption of Liabilities may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

6. Governing Law. The law of the State of Minnesota shall govern this Bill of Sale and Assignment of Contract Rights and Assumption of Liabilities, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment of Contract Rights and Assumption of Liabilities as of December 19, 2005.

DECISIONONE CORPORATION

MINPACK, INC.

By: _____
Name:
Title:

By: Robert W. Thompson
Name: ROBERT W. THOMPSON
Title: PRESIDENT

5. Counterparts. This Bill of Sale and Assignment of Contract Rights and Assumption of Liabilities may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

6. Governing Law. The law of the State of Minnesota shall govern this Bill of Sale and Assignment of Contract Rights and Assumption of Liabilities, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment of Contract Rights and Assumption of Liabilities as of December 19, 2005.

DECISIONONE CORPORATION

MINPACK, INC.

By: 

By: _____

Name: NEAL LIBEAU
Title: CEO & PRESIDENT

Name:
Title:

Trademark

DUPLICARD – registered trademark in the United States (U.S. Trademark Registration No. 2,262,990), Canada (Canadian Intellectual Property Office File No. 265899) and the United Kingdom (UK Trademark Registration No. 803191)

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Duplicard[®]
BRAND