

10/18/99

10-21-1999



Commissioner of Patents and Trademark

1 documents or copy thereof

101178330

1. Name of conveying party(ies):

The James Group
10721 Monaco Street
Littleton, Colorado 80124

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Florida, U.S.A.
 Other

Name and address of receiving party(ies):

Remote Communications, Inc.
10721 Monaco Street
Littleton, Colorado 80124

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation: Colorado, U.S.A.
 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)

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date:

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2,275,504 Issued September 7, 1999

Additional numbers attached?

Yes No

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

Joseph V. Coppola
Rader, Fishman & Grauer PLLC
1533 North Woodward Avenue
Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0630

6. Total number of applications and registrations involved: One (1)

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

Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013

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 the original document.

Michelle L. Visser
Name

Michelle L. Visser
Signature

10/12/99
Date

Total number of pages comprising cover sheet 1

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10/20/1999 MTHAII 00000136 180013 2275504

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TRADEMARK
REEL: 001976 FRAME: 0853

ASSIGNMENT

WHEREAS, The James Group, a Florida Corporation, at 10721 Monaco Street, Littleton, Colorado 80124 ("Assignor") is owner of the entire right title and interest in and to the following (collectively, the "Trademark Rights"):

U.S. Trademark Registration No. 2,275,504 for ELSEWARE, dated September 7, 1999.

Any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof;

WHEREAS, Remote Communications, Inc., a Colorado Corporation, at 10721 Monaco Street, Littleton, Colorado 80124 ("Assignee") wishes to acquire and Assignor wishes to transfer to Assignee the Trademark Rights:

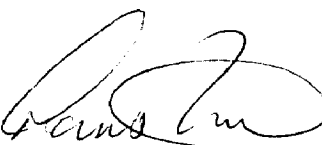
NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

Dated: 10-06-99

By:



Peter J. Cranstone
President