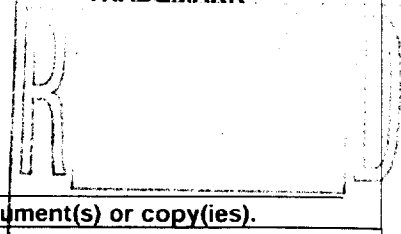


11-01-1999



101187455



MRD 10/27/99

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment

Effective Date  
Month Day Year  
10 12 1999

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
10 12 1999

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/29/1999 KTHA11 00000276 74567622

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
375.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001982 FRAME: 0240

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="74567622"/>	<input type="text" value="74678030"/>	<input type="text" value="74702804"/>	<input type="text" value="1828705"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74702805"/>	<input type="text" value="74702780"/>	<input type="text" value="74703054"/>	<input type="text" value="2057989"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74632356"/>	<input type="text" value="74703075"/>	<input type="text" value="74633566"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Adam S. Weiss

Name of Person Signing

Signature

10/27/99

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

74702807	<input type="text"/>	<input type="text"/>
75248055	<input type="text"/>	<input type="text"/>
74632355	<input type="text"/>	<input type="text"/>
74678029	<input type="text"/>	<input type="text"/>
74633750	<input type="text"/>	<input type="text"/>
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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of October 12, 1999, is made by and among ewireless, inc., a Delaware corporation (the "Company"), JEMAN Holdings, Inc., an Illinois corporation ("JEMAN Holdings"), JEMAN Technologies, Inc., an Illinois corporation ("JEMAN Technologies"), Michael A. Nemeroff and James E. Malackowski (collectively, the "Major Shareholders") and Jeman Legal Visuals, Inc., an Illinois corporation ("Jeman Legal Visuals") (solely for the purpose of making the representations and warranties contained in Article 3). As used herein, JEMAN Holdings and JEMAN Technologies are each referred to as a "Target" and collectively, the "Targets."

WHEREAS, the Boards of Directors of the Targets and the Company have each approved, and deem it advisable and in the best interests of their respective shareholders and stockholders to consummate the merger of the Targets into the Company upon the terms and subject to the conditions set forth herein;

WHEREAS, in furtherance of such merger, the Boards of Directors and the shareholders and stockholders of each of the Targets and the Company have each approved this Agreement and the merger of the Targets with and into the Company in accordance with the terms, and subject to the conditions, of this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), and the Business Corporation Act of the State of Illinois (the "Act");

WHEREAS, this Agreement contemplates a merger of each of the Targets with and into the Company in a reorganization whereby the shareholders of each of the Targets will receive certain capital stock in the Company in exchange for their capital stock in each of the Targets; and

WHEREAS, it is intended that the merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

### ARTICLE 1 THE MERGER

1.1 **The Merger.** Upon the terms and subject to the conditions of this Agreement and in accordance with the Act and the DGCL, at the Effective Time (as defined in Section 1.2), the Targets shall be merged with and into the Company (the "Merger"), and the separate corporate existence of the Targets shall cease. After the Merger, the Company shall continue as the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation"). The Merger shall have the effect as provided in the applicable provisions of the DGCL and the Act.

1.2 **Effective Time.** Subject to the terms and conditions hereof, as soon as practicable after all of the conditions set forth in Article 6 are fulfilled or waived, but in no event later than the Effective Time (as defined below), the Targets and the Company will cause a

(ii) the lease or sublease will continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

(iii) no party to the lease or sublease is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification or acceleration thereunder;

(iv) no party to the lease or sublease has repudiated any provision thereof;

(v) there are no disputes, oral agreements or forbearance programs in effect as to the lease or sublease;

(vi) with respect to each sublease, the representations and warranties set forth in subsections (i) through (v) above are true and correct with respect to the underlying lease;

(vii) the Targets have not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold;

(viii) all facilities leased or subleased thereunder have received all approvals of governmental authorities (including licenses and permits) required in connection with the operation thereof and have been operated and maintained in accordance with applicable laws, rules and regulations; and

(ix) all facilities leased or subleased thereunder are supplied with utilities and other services necessary for the operation of said facilities.

### **3.9 Intellectual Property.**

(a) Except as set forth in Schedule 3.9(a):

(i) the Targets have good, sole and marketable title to all copyrights in and to the Software (as defined in Section 3.9(d) below), free and clear of any encumbrances, and such copyrights are not being challenged in any way;

(ii) the Targets have not obtained any copyright registrations and have not made any application for such copyright registrations;

(iii) no other person or entity has any right of renewal, reversion or termination with respect to any copyrights owned by the Targets or any rights under such copyrights; and

(iv) the Targets have no common law or registered trademarks, trade names, service marks or pending applications to register trademarks, trade names, or service marks related to any products or services sold or rendered by them or which they otherwise use in the conduct of their businesses. The Targets have good, sole and marketable

right, title and interest in those issued United States patents listed on Schedule 3.9(h), free and clear of any encumbrances and, to the best Knowledge of the Major Shareholders, adverse rights of every kind, nature and description.

(b) The Targets have taken all necessary security measures to protect the secrecy, confidentiality, and value of the Trade Secrets (as defined below), and any other persons who have Knowledge of or access to information relating to the Trade Secrets are obligated as employees or otherwise to maintain the confidentiality of the Trade Secrets and/or, if appropriate, have entered into agreements that the Trade Secrets are proprietary to the Targets and are not to be divulged or misused. For purposes of this section, "Trade Secrets" means all processes, algorithms, formulae, designs, methods, trade secrets, inventions, proprietary or technical information and data covering or embodied in any business methods, information, software or other assets owned by the Targets or used in the conduct of their businesses, which are valuable in part because they are not publicly known, though the Major Shareholders represent and warrant that they know of no Trade Secrets not publicly embodied in the patents described in Schedule 3.9(h). All of the Trade Secrets are presently protectable, are not part of the public domain and, to the Targets' Knowledge, have not been used, divulged or appropriated for the benefit of any persons or entities other than the Targets or to the detriment of the Targets.

(c) To the Knowledge of the Major Shareholders, the Targets have not infringed or misappropriated, and are not infringing or misappropriating, any trademark, service mark, trade name, copyright, patent or Trade Secret of another person or entity, and there is no claim pending or threatened against the Targets with respect to any alleged infringement of any trademark, service mark, trade name, copyright, patent or trade secret owned by another person or entity except as set forth on Schedule 3.9(c), nor do the operation of the businesses of the Targets in the manner in which they have heretofore been operated give rise to any such infringement. The Targets have no Knowledge that any person or entity is infringing on any trademark, service mark, trade name, copyright, patent or Trade Secret of the Targets.

(d) Schedule 3.9(d) contains a complete and accurate list of the Software. For purpose of this section, "Software" means all software products developed or owned by the Targets as of the Effective Time including, without limitation, those products described on Schedule 3.9(d), including all enhancements, versions, releases and updates of such products as of the Effective Time, and any other software products in development by the Targets or in which the Targets have any interest as of the Effective Time, regardless of the product's stage of development. The Targets have good, sole and marketable right, title and interest in and to the Software (including the exclusive right to make, copy, sell, exploit and provide to others the use of the Software and all derivative works thereof) free and clear of any encumbrances and adverse rights of every kind, nature and description. Except as set forth on Schedule 3.9(d), the Targets are in actual and sole possession of the complete source code of the Software. Schedule 3.9(d) lists all authors of the Software or any other person or entity who participated in the development of the Software or any portion thereof or performed any work related to the Software (such authors and other persons or entities are collectively referred to as the "Software Authors"). Each Software Author made his contribution to the Software within the scope of employment with the Targets, as a "work made for hire," and was directed by the Targets to work on the Software, or has assigned all of his rights in the Software to the Targets. Except for technology supplied by third party vendors disclosed in Schedule 3.9(d), the Software

and every portion thereof are an original creation of the Software Authors. The Targets have not, by any of their acts or omissions, or by acts or omissions of their affiliates, directors, officers, employees, agents or representatives, caused any of their proprietary rights in the Software to be transferred, diminished or adversely affected to any material extent.

(e) Except as set forth in Schedule 3.9(e):

(i) no person or entity other than the Targets have any interest of any kind or nature in or with respect to the Software, and no situation, matter or agreement exists that would preclude the Company from making any change to the Software or combining it with other software in any lawful manner; and

(ii) all copies of the Software contain appropriate copyright legends; the Targets have no Knowledge that any third party is violating or has violated any of the Targets' proprietary rights in the Software or Trade Secrets; no third party has any interest in, or right to compensation from the Targets by reason of the use, exploitation or sale of the Software; there are no restrictions on the ability of the Targets (or any successor or assignee of the Targets) to use or otherwise exploit the Software, and such use or exploitation does not and will not obligate the Targets (or any successor or assign of the Targets, including the Company) to pay any royalty, fee or other compensation to any person or entity; and the Targets have not received any notice and do not have any Knowledge of any complaint, assertion, threat or allegation inconsistent with the preceding statements in this subsection.

(f) Except as set forth on Schedule 3.9(f), the Targets own or have the right to use pursuant to license, sublicense, agreement or permission all Intellectual Property (as defined below) necessary or desirable for the operation of the businesses of the Targets as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by the Targets immediately prior to the Merger will be owned or available for use by the Company on identical terms and conditions immediately subsequent to the Merger. The Targets have taken all necessary action to maintain and protect each item of Intellectual Property that they own or use. For purposes of this section, "Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or nor reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

(g) The Targets have not interfered with, infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property rights of third parties, and no director or officer (or employee with responsibility for Intellectual Property matters) of the Targets has ever received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that the Targets must license or refrain from using any Intellectual Property rights of any third party), except as set forth on Schedule 3.9(c). To the Knowledge of the Targets, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property rights of the Targets.

(h) Schedule 3.9(h) identifies each patent or registration which has been issued to the Targets with respect to any of its Intellectual Property, identifies each pending patent application or application for registration which the Targets have made with respect to any of its Intellectual Property including, without limitation, that relating to abbreviated dialing codes and other related wireless or wired abbreviated dial-up technology, identifies each license, agreement, or other permission which the Targets have granted to any third party with respect to any of their Intellectual Property, and identifies each item of Intellectual Property that any third party owns and that the Targets use pursuant to license, sublicense, agreement or permission (together with any exceptions). Prior to the Effective Time, the Targets delivered to the Company correct and complete copies of all such patents, registrations, applications, licenses, sublicenses, agreements and permissions (as amended to date) and have made available to the Company correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item. Schedule 3.9(h) also identifies each trade name or unregistered trademark used by the Targets in connection with their businesses. With respect to each item of Intellectual Property required to be identified in Schedule 3.9(h):

(i) except as set forth on Schedule 3.9(h)(i), the Targets possess all right, title, and interest in and to the item, free and clear of any security interest, license or other restriction (except for the Intellectual Property owned by any third party);

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling or charge;

(iii) except as set forth on Schedule 3.9(h)(iii), no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of the Targets, is threatened which challenges the legality, validity, enforceability, use or ownership of the item;

(iv) the Targets have not ever agreed to indemnify any person or entity for or against any interference, infringement, misappropriation or other conflict with respect to the item; and

(v) for the Intellectual Property owned by any third party, the license, sublicense, agreement or permission covering the item is and will continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;



(i) To the Knowledge of the Major Shareholders, the Targets will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of their businesses as presently conducted and as presently proposed to be conducted.

**3.10 Contracts.** Schedule 3.10 lists all of the contracts and other agreements to which the Targets are parties, including contracts and other agreements with the officers, directors or affiliates of the Targets. The Targets have delivered to the Company a correct and complete copy of each written agreement listed in Schedule 3.10 (as amended to date), and a written summary setting forth the terms and conditions of each oral agreement referred to in Schedule 3.10. With respect to each such agreement and except as set forth on Schedule 3.10: (i) the agreement is legal, valid, binding, enforceable and in full force and effect; (ii) the agreement will continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; (iii) no party is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (iv) no party has repudiated any provision of the agreement. Neither Target is a party to any contract or other arrangement pursuant to which the Targets have agreed to refrain from or otherwise limit the conduct of their respective businesses.

**3.11 Notes, Accounts Receivable and Bank Accounts.** Schedule 3.11 provides an accurate and complete list of all notes receivable and accounts receivable of the Targets. Items 1 and 2 on Schedule 3.11 are inter-company receivables and will be terminated by the Company as of the Effective Time. Except as set forth on Schedule 3.11(a), all existing accounts receivable of the Targets are valid receivables subject to no setoffs or counterclaims, are current and collectible and are collectible in accordance with their terms at their recorded amounts. Schedule 3.11(b) sets forth the Targets' bank accounts.

### **3.12 Litigation.**

(a) Except as set forth on Schedule 3.12, there is no pending legal proceeding, and (to the best of the Knowledge of the Major Shareholders) no person has threatened to commence any legal proceeding: (i) that involves the Targets or any of the assets owned or used by the Targets or any person whose liability the Targets have or may have retained or assumed, either contractually or by operation of law; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the Merger or any of the other transactions contemplated by this Agreement. To the best of the Knowledge of the Major Shareholders, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that could reasonably be expected to, give rise to or serve as a basis for the commencement of any such legal proceeding.

(b) Except as set forth on Schedule 3.12, no legal proceeding has ever been commenced by or has ever been pending against the Targets.

(c) There is no order, writ, injunction, judgment or decree to which the Targets, or any of the assets owned or used by the Targets, are subject. Neither of the Major Shareholders is subject to any order, writ, injunction, judgment or decree that relates to the

IN WITNESS WHEREOF, the Targets, the Company and the Major Shareholders have caused this Agreement and Plan of Merger to be signed as of the date first written above.

ewireless, inc

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JEMAN Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JEMAN Technologies, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Major Shareholders:

\_\_\_\_\_  
James E. Malackowski

\_\_\_\_\_  
Michael A. Nemeroff

Jeman Legal Visuals, Inc.

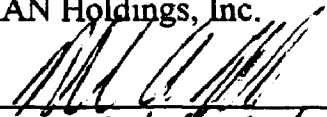
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Targets, the Company and the Major Shareholders have caused this Agreement and Plan of Merger to be signed as of the date first written above.

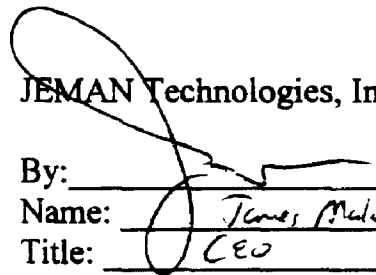
ewireless, inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JEMAN Holdings, Inc.

By:   
Name: Michael B. Wood  
Title: CEO

JEMAN Technologies, Inc.

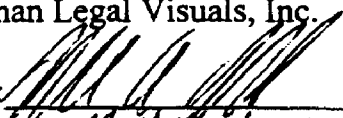
By:   
Name: James Malackowski  
Title: CEO

Major Shareholders:

  
\_\_\_\_\_  
James B. Malackowski

  
\_\_\_\_\_  
Michael A. Nemeroff

Jeman Legal Visuals, Inc.

By:   
Name: M. S. Stewart  
Title: President

**Schedule 3.9(h)**  
**Patents/Registrations**

1. United States Patent No. 5,752,186 issued May 12, 1998 (Access Free Wireless Telephony Fulfillment Service System) assigned to Jeman Technologies, Inc.
2. United States Patent No. 5,867,780 issued February 2, 1999 (Access Free Wireless Telephony Fulfillment Service System) assigned to Jeman Technologies, Inc.
3. Pending U.S. Patent Application No. 08/998,183, which is a continuation of U.S. Patent No. 5,752,186 (and thus includes the same disclosure thereof), and which includes additional claims directed to methods for providing fulfillment information to a caller using a wireless telecommunications device.
4. See Schedule 3.9(f) regarding trademarks and service marks.
5. See item 1 of Schedule 3.9(f). Jeman Holdings, Inc. has unsuccessfully attempted to settle certain of the oppositions with the Regional Bell Operating Companies. Correspondence related thereto is attached as Exhibit 3.9(h). Copies of such correspondence were previously provided to the Company.
6. Jeman Holdings, Inc. does business as Cellular Linking.

**Schedule 3.9(h)(i)**  
**Intellectual Property Rights**

1. See Schedule 3.9(f) regarding trademarks and service marks.

**Schedule 3.9(h)(ii)**  
**Intellectual Property Challenges**

1. See item 1 to Schedule 3.9(f) and item 5 to Schedule 3.9(h).

**Schedule 3.10**  
**Contracts**

1. AT&T Contract Tariff Order dated August 25, 1998 (copies of which were previously provided to the Company).
2. AT&T Network Services Pricing Plan Commitment Form dated August 25, 1998 (copies of which were previously provided to the Company).
3. AT&T Contract Tariff No. 6492 (copies of which were previously provided to the Company).
4. The records of Jeman Holdings, Inc. reflect that it has ongoing arrangements with cellular carriers as follows:
  - a. Airtouch Cellular (Michigan - 810 area code)
  - b. Airtouch Cellular (Ohio - 216/513/614 area codes)

②

Client: 10264 JEMAN HOLDINGS, INC.

Country: US United States of America

Trademark	Status	Client #	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
#4AD	Abandoned	10264 027004	74/632,354	10-Feb-95			
#800	Appln.	10264 057002	74/567,622	30-Aug-94			
#811	Allowed	10264 057009	74/702,805	18-Jul-95			
#822	Appln.	10264 057004	74/632,356	10-Feb-95			
#833	Published	10264 057008	74/678,030	22-May-95			
#844	Published	10264 057010	74/702,780	18-Jul-95			
#855	Allowed	10264 057011	74/703,075	18-Jul-95			
#866	Published	10264 057012	74/702,804	18-Jul-95			
#877	Published	10264 057013	74/703,054	18-Jul-95			
#888	Published	10264 057006	74/633,566	13-Feb-95			
#899	Allowed	10264 057014	74/702,807	18-Jul-95			
#AD	Abandoned	10264 027002	74/475,234	29-Dec-93			

Classes: 35

Classes: 35

Classes: 35

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Classes: 35

Classes: 35

Classes: 35

Classes: 35

Classes: 42

Classes: 35

Client: 10264 JEMAN HOLDINGS, INC.

Trademark #	Status	Client #	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
*4AD	Abandoned	10264 027003	74/543,778	30-Jan-94			
*800	Abandoned	10264 057001	74/567,841	30-Aug-94	Class: 35		
*811	Appln.	10264 057015	75/248,055	26-Feb-97	Class: 42		
*822	Published	10264 057003	74/632,355	10-Feb-95	Class: 35		
*833	Published	10264 057007	74/678,029	22-May-95	Class: 35		
*888	Appln.	10264 057005	74/633,750	13-Feb-95	Class: 35		
*AD	Abandoned	10264 027001	74/475,236	29-Dec-93	Class: 35		
*INFO	Abandoned	10264 037001	74/474,910	29-Dec-93	Class: 35		
AIRTIME FREE CELLULAR	Registered	10264 067001	74/637,989	22-Feb-95	2,057,989	29-Apr-97	29-Apr-07
AUDIO COUPON	Abandoned	10264 070001	75/044,852	18-Jan-96	Class: 35		
CELLULAR LINKING	Abandoned	10264 047001	74/547,001	08-Jul-94	Class: 35		
CELLULAR LINKING (DESIGN)	Abandoned	10264 047002	74/702,806	18-Jul-95	Class: 42		
					Class: 35		



Client: 10264 JEMAN HOLDINGS, INC.

Trademark	Status	Client #	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
RADIO BINGO CARD	Abandoned	10264 080001	75/044,993	18-Jan-96			
VISUAL IMPACT BEHIND YOUR WORDS	Registered	10264 017001	74/411,062	08-Jul-93	1,828,705	29-Mar-94	29-Mar-04
Owner: JEMAN DEVELOPMENT CORPORATION							
WIRELESS LINKING		10264 097001	75/170,555	23-Sep-96			

*Abandoned  
per O. Becker  
9/28/99*

Classes: 35  
Classes: 42  
Classes: 35

