

08-01-2000



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

Effective Date  
Month Day Year  
06 14 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Direct Network Services, Inc.

06 14 99

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name Kelly Pioneer Group

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 756 River Road

Address (line 2) \_\_\_\_\_

Address (line 3) Fair Haven  
City

NJ  
State/Country

07704  
Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

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.)

FOR OFFICE USE ONLY

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

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2117248"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<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.)

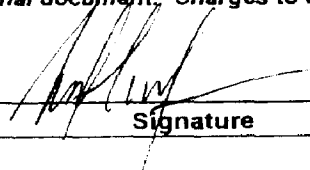
Deposit Account Number: #

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.

Name of Person Signing



Signature



Date Signed

## ASSIGNMENT

This Assignment Agreement (the "Agreement") is entered into on this 14th day of June, 1999, by and among Direct Network Services, Inc., a Massachusetts Corporation ("DNS"), and Kelly Pioneer Group, a New York Corporation ("KPG"),

1. Assignment          DNS hereby agrees to sell, transfer, assign and deliver to KPG,

and KPG hereby agrees to purchase and acquire :

all of DNS'

right, title, interest in and to the AIRPORT mark, including without limitation, the goodwill pertaining to the AIRPORT mark and all related worldwide rights.

3. Warranty DNS warrants that it is the owner of all right, title, and interest in and to the mark AIRPORT, including common law rights and U.S. Trademark Registration No. 2,117,248, and that Windata, Inc. assigned DNS all right, title, and interest to the mark AIRPORT including any associated goodwill.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement as of the date first set forth above.

**Direct Network Services, Inc.**

By: Michael Duhigg  
Name: Michael Duhigg  
Title: President

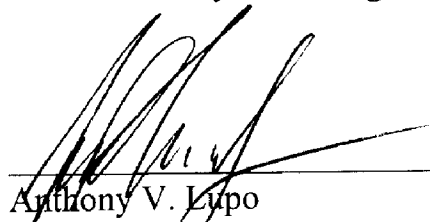
**Kelly Pioneer Group, Inc.**

By: Frank A. Kelly  
Name: Frank A. Kelly  
Title: President

**CERTIFICATION**

The undersigned declares that he is authorized to execute this certification; that the facts set forth herein are true; that the attached assignment document is a true and correct copy of a reacted version of an assignment entered into by and between Direct Network Services, Inc. and Kelly Pioneer Group on June 14, 1999.

The undersigned further declares that all statements made of his own knowledge are true; that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the U.S. Code and that such willful false statements may jeopardize the validity of this registration.



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Anthony V. Lupo  
Arent Fox Kintner Plotkin & Kahn, PLLC  
1050 Connecticut Avenue, NW  
Washington, DC 20036  
Attorney for Assignee

July 7, 2000

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