

RECORDATION  
**TRADE**

12-22-2000



To the Honorable Commissioner of Patents and Trade

101559060

all documents or copy thereof

1. Name of conveying party(ies):

Half-A-Car Co., Inc.

*Handwritten initials and date: H.A.C. 12-4-00*

- Individual(s)
- General Partnership
- Corporation
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 1, 2000

2. Name and address of receiving party(ies):

Reynolds and Reynolds Holdings, Inc.  
115 South Ludlow Street  
Dayton, Ohio 45402

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation: Delaware
- Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & addresses attached?  Yes  No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): 2352230; 2382370

Additional numbers attached  Yes  No

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

Stephen J. Meyers, Esq.  
Seidel, Gonda, Lavorgna & Monaco, P.C.  
Suite 1800 Two Penn Center Plaza  
Philadelphia, PA 19102

Attorney Docket No. 5352-155

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41)

\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 19-1135

DO NOT USE THIS SPACE

9. 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.

STEPHEN J. MEYERS

Name of Person Signing

*Handwritten Signature*  
Signature

1 December 2000

Date

Total number of pages including cover sheet, attachments and document 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/21/2000 MTN11 00000045 191135 2352230

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

**NUNC PRO TUNC ASSIGNMENT  
OF UNITED STATES SERVICE MARKS**

WHEREAS, Half-A-Car Co. Inc., a Delaware corporation, with a place of business at 308 East Lancaster Avenue, Wynnewood PA 19096 (hereinafter "ASSIGNOR"), had adopted, used and was the owner of the service marks and the registrations for the service marks in United States Trademark Office as listed on the attached Schedule A (hereinafter referred to as "The Marks"), and the goodwill of the business symbolized by The Marks;

WHEREAS, Reynolds and Reynolds Holdings, Inc., a Delaware corporation with a place of business at 115 South Ludlow Street, Dayton, Ohio 45402 (hereinafter "ASSIGNEE") did acquire all right, title and interest in and to the Marks, including any choses in action relating to the Marks, together with the goodwill of the business symbolized by the Marks as of October 1, 2000; and

WHEREAS, it is desired that the Nunc Pro Tunc Assignment of the Marks be made of record in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR acknowledges that it did on October 1, 2000, sell, assign, transfer and convey unto ASSIGNEE all its rights, title and interest in and to the Marks, including any choses in action relating to the Marks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of the Marks accruing on or before October 1, 2000, together with the goodwill of the business symbolized by the Marks, and including the registrations thereof as set forth on the attached Schedule A, and further, ASSIGNOR hereby covenants, agrees and undertakes to

execute whenever requested by ASSIGNEE all applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE the Marks hereby acknowledged to have been assigned and the choses in action therefor, all without further compensation to ASSIGNOR.

HALF-A-CAR CO., INC.

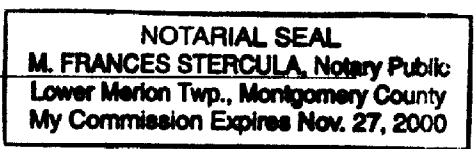
BY: [Signature]  
Name:  
Title:

STATE OF Pennsylvania :  
COUNTY OF Montgomery : SS.

BEFORE ME, the undersigned authority, on this 27<sup>th</sup> day of November, 2000, personally appeared Justin M. [Signature], personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, who being duly sworn, did say that he was President (title) of Half-A-Car Co., Inc., the corporation therein named as the Assignor, and that he had the authority to sign said instrument on behalf of the corporation: and he acknowledged to me that the instrument was the free deed and act of said corporation for the purposes set forth therein and intending that this instrument be recorded.

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Printed or stamped name of notary

# SCHEDULE A

## UNITED STATES SERVICE MARK REGISTRATIONS

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
2,352,230	IN THE ZONE SELLING	May 23, 2000
2,382,370	CYBER CAR and Design	September 5, 2000