

12-28-2000

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FORM PTO-1584 (Rev. 8-93) OMB No. 0651-0011 (exp. 4/94)



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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings 000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 12-11-00 Techtrain, Inc., a Georgia corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Georgia, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 25, 2000

2. Name and address of receiving party(ies) Name: TechtrainUSA, a Delaware corporation

Internal Address: 2730 West Tyvola Road, Street Address: Suite 240 City: Charlotte State: NC ZIP: 28217

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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

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

A. Trademark Application No.(s) 75/807799

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: J. Todd Timmerman, Esquire Shumaker, Loop & Kendrick, LLP Internal Address: Post Office Box 172609

Street Address:

City: Tampa State: FL ZIP33672-0609

6. Total number of applications and registrations involved: 1

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

J. Todd Timmerman Name of Person Signing

Signature

12/9/00 Date

Total number of pages including cover sheet, attachments, and document: 15

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

TRADEMARK REEL: 002202 FRAME: 0001

SERVICE MARK AND INTERNET DOMAIN NAME ASSIGNMENT

This **SERVICE MARK AND INTERNET DOMAIN NAME ASSIGNMENT** (this "**Assignment**"), effective as of October 25, 2000 (the "**Effective Date**"), is by and between **TECHTRAIN, INC.**, a Georgia corporation ("**Assignor**"), and **TECHTRAINUSA OF NORTH CAROLINA, INC.**, a North Carolina corporation ("**Assignee**"). The parties to this Assignment shall individually be referred to as a "**Party**" and shall together be referred to as the "**Parties.**"

DELAWARE ^{PAT}

WITNESSETH:

WHEREAS, both of the Parties have adopted and use the service mark "TechTrain" (the "**Service Mark**") or a formative thereof as part of their trade names and in connection with their respective computer software and technology educational services and training businesses;

WHEREAS, Assignor has filed application Serial Number 75-807799 (the "**Application**") to register the Service Mark with the United States Patent and Trademark Office (the "**PTO**");

WHEREAS, Assignor has registered, adopted, used, is using and is the owner of the Internet Domain Names (as defined below);

WHEREAS, Assignor has initiated litigation against Assignee relating to Assignee's adoption and use of the Service Mark, which litigation has been settled pursuant to that certain Settlement Agreement And Mutual Release dated as of the date hereof (the "**Settlement Agreement**");

WHEREAS, as part of such settlement, Assignee has agreed to acquire all of Assignor's rights, title and interest in and to the Service Mark and the Internet Domain Names throughout the world; and

WHEREAS, as part of such settlement, Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest to the Service Mark and the Internet Domain Names throughout the world.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto, in consideration of the mutual covenants, promises, payments and conditions set forth herein and intending to be legally bound hereby, agree as follows:

1. **Definitions.** The term "**Service Mark**" means the work or mark "TechTrain," all formatives thereof, and all marks, logos and names incorporating the word "TechTrain." The term "**Internet Domain Names**" means the Internet domain name "techtrain.com," located at the Uniform Resource Locator ("**URL**") <http://www.techtrain.com>, the Internet domain name "techtrain.net," located at the URL <http://www.techtrain.net>, and any and all other Internet Domain Name registrations and applications, whether international, federal or state, that include the word or mark "TechTrain."

2. **Assignment and Consideration.**

(a) **Assignment of Service Mark.** Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, all of Assignor's rights, title, and interest, whether statutory or at common law, in and to the Service Mark throughout the world, together with the goodwill of the business symbolized by the Service Mark and all registrations and recordings of and pending applications relating to the Service Mark and all renewals thereof owned by Assignor, whether in the PTO or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction, including, without limitation, the Application.

(b) **Assignment of Internet Domain Names.** Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, all of Assignor's rights, title and interest in and to the Internet Domain Names throughout the world; to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

(c) **Consideration for Assignments.** In consideration for the foregoing assignments, Assignee shall pay the Assignor the amount set forth in the Settlement Agreement, which payment shall be made in the manner set forth in the Settlement Agreement.

3. **Representations and Warranties.**

(a) **Assignor's Representations and Warranties.** Assignor hereby represents and warrants to Assignee the following:

(i) Assignor is the sole and exclusive owner of the Internet Domain Names free and clear of any and all liens, encumbrances or security interests;

(ii) Assignor has not granted any lien, encumbrance or security interest in the Service Mark or its rights with respect to the Application, nor has the Assignor transferred any of its ownership rights in the Service Mark to a third party;

(iii) Assignor has full power and authority to make and enter into this Assignment and the documents attached as Exhibits hereto;

(iv) To the best of Assignor's knowledge, there are no foreign, federal, or state trademark applications or registrations for the Service Marks or the Internet Domain Names other than the Application and the registrations of the Internet Domain Names owned by Assignor;

(v) Assignor currently uses the Service Mark only in connection with its computer software and technology educational services and training business.

(b) **Assignee's Representations and Warranties.** Assignee hereby represents and warrants to Assignor that Assignee has full power and authority to make and enter into this Assignment and the documents attached as Exhibits hereto.

4. **Protection of Service Mark and Internet Domain Names.** At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and at Assignor's expense, take reasonable steps to execute, acknowledge and deliver to Assignee further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights. Assignor covenants and agrees that, from and after the date that is thirty (30) days after the Effective Date, it will not use the word "TechTrain," or any variant thereof, as a trade name, trademark, service mark, or in any other manner, and that promptly after the Effective Date (but in any event no later than thirty (30) days from the Effective Date) Assignor shall amend its Articles or Certificate of Incorporation to change its corporate name to a name which does not include the word "TechTrain."

5. **Transfer of Internet Domain Names with Network Solutions, Inc. ("NSI").** Contemporaneously with the execution of this Assignment, Assignor agrees to complete and execute before a notary public the NSI Registrant Name Change Agreements attached hereto as **Exhibits A** and **B**, and Assignor shall deliver its original signature pages of such duly executed NSI Registrant Name Change Agreements to Assignee by facsimile and by next day mail to Assignee's facsimile number and address located at:

Facsimile Number: (703) 742-6950
TechTrainUSA of North Carolina, Inc. *TTC*
Attn: Paul Picicocchi
1628 14th Street, Unit 6A
Denver, CO 80202

with a copy to Daniel G. Musca, Esq. by facsimile to (813) 229-1660. Upon Assignee's receipt of such duly executed NSI Registrant Name Change Agreements from Assignor and upon Assignee's execution of the NSI Registrant Name Change Agreements, the originals thereof with notary seal will then be sent by Assignee by facsimile and U.S. Mail to NSI at the following facsimile number and address:

Facsimile Number: (703) 742-6950
Network Solutions, Inc.
Attn: Business Affairs Office
505 Huntmar Park Drive
Herndon, VA 20170

6(a). **Interim Referral Period; E-Mail Forwarding.** Upon gaining control of the Internet Domain Names, Assignee agrees to automatically transfer website visitors attempting to reach the below URLs as follows:

URL Attempted to Reach

URL Automatically Transferred To

http://www.techtrain.com/index.html

http://www.ualliance.com/index.html

http://www.techtrain.net/index.html

http://www.ualliance.com/index.html

Assignee agrees to provide the automatic transfers for a period of sixty (60) days from the Effective Date of this Assignment (the "**Referral Period**"). During the Referral Period, Assignee shall place on its home page the html document attached hereto as **Exhibit C**.

6(b). **Post-Referral Period Link.** Upon completion of the sixty (60) day Referral Period, Assignee shall place the graphic attached hereto as **Exhibit D**, which links to the ualliance.com home page, on the techtrain.com and techtrain.net home pages. This graphic link will remain on Assignee's home pages for a period of ninety (90) days after completion of the Referral Period.

7. **E-Mail Forwarding.** Upon gaining control of the Internet Domain Names, and for a period thereafter of one hundred eighty (180) days from the Effective Date, Assignee agrees to automatically transfer all e-mail messages it receives addressed to Assignor's employees to new e-mail addresses to be established by Assignor for such employees, as such new e-mail addresses are communicated to Assignee.

8. **Confidentiality.** Assignor covenants and agrees that all information concerning the financial and other specific terms of this Assignment shall be kept confidential by Assignor, its attorneys, accountants, and representatives, except as requested by Assignee in connection with Assignor's obligations described in paragraph 4 hereof. Assignor shall not disclose, divulge, or disseminate any such information to any other person or entity without the prior written consent of Assignee, except to the extent such information: (a) is or becomes within the public domain through no act of Assignor in breach of this Assignment, or (b) is required to be disclosed by order of any court of competent jurisdiction or other governmental authority, provided in such latter case, however, that Assignor shall timely inform Assignee of all such legal or governmental proceedings so that Assignee may attempt by appropriate legal means to limit such disclosure, and Assignor shall further take reasonable steps to limit the disclosure and maintain confidentiality to the maximum extent possible.

9. **Attorneys' Fees.** In the event either Party files a suit in connection with this Assignment, any provisions contained herein or any documents now or hereinafter executed pursuant to or in furtherance of this Assignment, then the Party which prevails in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees (including such fees incurred in any bankruptcy, collections and appellate proceedings) and court costs incurred in such suit.

10. **Entire Agreement.** This Assignment, the Agreement and the ancillary documents referenced in this Assignment constitute the entire agreement between the Parties relating to the subject matter hereof. All prior understandings and agreements between the Parties relating to the subject matter hereof are merged in this Assignment, the Agreement and the ancillary documents referenced in this Assignment, which, taken together, alone and completely express the Parties' understanding. This Assignment may not be altered, amended, or changed except by written instrument signed by and on behalf of each of the Parties hereto.

11. **Counterparts; Faxed Signature Pages.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which counterparts together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart signature page hereof by a Party hereto shall constitute due execution and delivery of this Assignment by such Party.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute and deliver this Agreement on behalf of each Party by signing below.

TECHTRAIN, INC.

By: 

James Carr, Its President

TECHTRAINUSA OF NORTH ^{PTT}
CAROLINA, INC.

By: 

Paul Piciocchi, Its President

STATE OF GA.

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 26 day of October, 2000, by James Carr, the President of TechTrain, Inc., a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced Drivers License as identification.

John F. Anneson IV
NOTARY PUBLIC
Name: John F. Anneson IV
My Commission Expires: March 4, 2002

(notary seal)

STATE OF Colorado

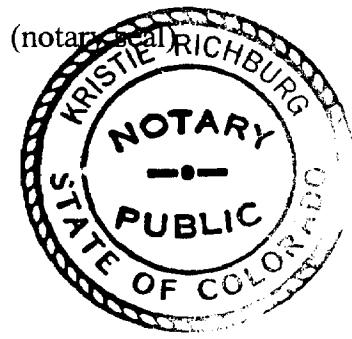
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 30 day of October, 2000, by Paul Piciocchi, the President of TechTrainUSA ~~of North Carolina~~, Inc., a ~~North Carolina~~ corporation, on behalf of the corporation. He is personally known to me or has produced Drivers License as identification.

TC

DELAWARE 'PTT'


Kristie Richburg
NOTARY PUBLIC
Name: Kristie Richburg
My Commission Expires:





(notary seal)

My Commission Expires
May 27, 2003

EXHIBIT "A"

 NETWORK SOLUTIONS	Send this Agreement via fax to: Network Solutions, Inc. Attn: Registrant Change Group Fax: (703) 742-6950	OR Send this Agreement via Postal Mail or Courier to: Network Solutions, Inc. 505 Hunamar Park Drive Herndon, VA 20170 Attn: Registrant Change Group Phone: 1-800-779-1710 within the U.S. and Canada International: (703) 742-4777
Registrant Name Change Agreement Version 3.0 - Transfer		
<ul style="list-style-type: none"> To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL http://www.networksolutions.com. Be sure all fields are completed in full. Once this form is complete, verify the information, read it, sign it and date it. An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form. An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature. Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above. Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above. 		
Domain Name	One per Registrant Name Change Agreement TECHTRAIN.COM	
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com) TechTrain, Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 2842 Jett Ferry Road Suite 680, Dept. B28 Atlanta, GA 30338 USA If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line JA of the Domain Name Registration Agreement or Service Agreement TechTrainUSA, Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 4000 North Falls Drive, Suite 240 Charlotte, NC 28217 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/mntechchange/mca/service-agreement-3-1.cfm NIC - 001101.11346	

<p>Terms and Conditions</p>	<p>The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.</p> <p>WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");</p> <p>WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;</p> <p>WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:</p> <p>1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.</p> <p>2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.</p> <p>3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.</p>	
<p>Signature Block</p>	<p>Current Registrant must complete below: New Registrant must complete below:</p> <p>The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.</p>	
<p>Organization TechTrain, Inc.</p>	<p>Organization TechTrainUSA of North Carolina, Inc.</p>	
<p>Signature </p>	<p>Signature </p>	
<p>Signor's Name (please print) James Carr</p>	<p>Signor's Name (please print) Paul Picocchi</p>	
<p>Active email address jcarr@techtrain.com</p>	<p>Active email address ppaul4@uswest.net</p>	
<p>Phone Number (404) 876-5220</p>	<p>Phone Number (704) 357-8010</p>	
<p>Date October 31, 2000</p>	<p>Date October 31, 2000</p>	

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature.
	County of: <u>Fulton</u>
	State of: <u>Georgia</u>
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.
	Notary's Name (printed): <u>John F. Anderson IV</u>
Notary's Signature: <u>John F. Anderson IV</u>	
Date of notarization: <u>10/26/2000</u>	
My commission expires: <u>March 4, 2002</u>	


Did you remember to:

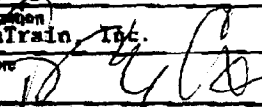
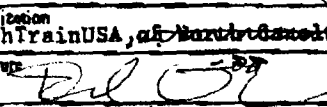
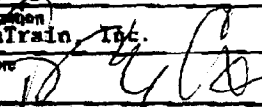
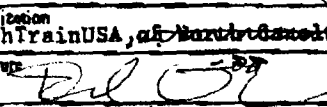
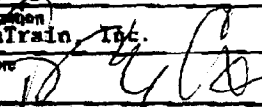
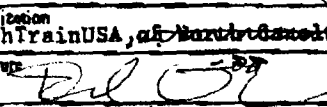
- * Have your document signed by someone with the ability to legally bind your organization? For an organization, this includes people with titles such as CEO, Owner and President.
- * Make sure the domain name registration is in a paid status? If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.
- * Have the current registrant's signature witnessed by a Notary Public? The signature dates for the current registrant and the Notary Public must match.
- * Get a NIC-tracking number for the new organization's registration? If you haven't already done so, complete a new Service Agreement/Template for the new organization's registration at <http://www.networksolutions.com/makechanges/mca/service-agreement-5-1.txt>

NEW! Priority Registrant Name Change Service

For \$199 per domain name change, we will process your Registrant Legal Name Change in two business days after receiving complete and correct information*. Our standard processing time is 3 to 6 weeks. To purchase this expedited service, speak with a customer service representative. Within the U.S. and Canada, call 1-800-779-1710. Internationally, dial +1 703 742-4777. The two business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time, (United States) each business day. Expedited service requests received after 3:00PM will be processed beginning on the next business day.

EXHIBIT "B"

 NETWORK SOLUTIONS	Send this Agreement via fax to: Network Solutions, Inc. Attn: Registrant Change Group Fax: (703) 742-6950	OR Send this Agreement via Postal Mail or Courier to: Network Solutions, Inc. 505 Hunnmar Park Drive Herndon, VA 20170 Attn: Registrant Change Group Phone: 1-800-775-1710 within the U.S. and Canada International: (703) 742-4777
Registrant Name Change Agreement Version 3.0 - Transfers		
<ul style="list-style-type: none"> To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL http://www.networksolutions.com. Be sure all fields are completed in full. Once this form is complete, verify the information, read it, sign it and date it. An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form. An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature. Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above. Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above. 		
Domain Name	One per Registrant Name Change Agreement TECHTRAIN.NET	
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com) TechTrain, Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable. 2842 Jett Ferry Road Suite 680, Dept. B2B ATLANTA, GA 30338 USA If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement. TechTrainUSA, Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 4000 North Falls Drive, Suite 240 Charlotte, NC 28217 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/nicchanges/nic/service-agreement-3-1.txt NIC - 001101.1139d	

<p>Terms and Conditions</p>	<p>The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.</p> <p>WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");</p> <p>WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;</p> <p>WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:</p> <p>1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.</p> <p>2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.</p> <p>3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgment to the New Registrant that the Domain Name has been registered to the New Registrant.</p>																	
<p>Signature Block</p>	<table border="1"> <tr> <td data-bbox="446 1092 876 1134"> <p>Current Registrant must complete below:</p> </td> <td data-bbox="876 1092 1323 1134"> <p>New Registrant must complete below:</p> </td> </tr> <tr> <td colspan="2" data-bbox="446 1134 1323 1207"> <p>The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.</p> </td> </tr> <tr> <td data-bbox="446 1207 876 1260"> <p>Organization TechTrain, Inc.</p> </td> <td data-bbox="876 1207 1323 1260"> <p>Organization TechTrainUSA, a North Carolina, Inc.</p> </td> </tr> <tr> <td data-bbox="446 1260 876 1312"> <p>Signature </p> </td> <td data-bbox="876 1260 1323 1312"> <p>Signature </p> </td> </tr> <tr> <td data-bbox="446 1312 876 1354"> <p>Signor's Name (please print) James Carr</p> </td> <td data-bbox="876 1312 1323 1354"> <p>Signor's Name (please print) Paul Piclocchi</p> </td> </tr> <tr> <td data-bbox="446 1354 876 1417"> <p>Active email address jcarr@techtrain.com</p> </td> <td data-bbox="876 1354 1323 1417"> <p>Active email address ppaul4@uswest.net</p> </td> </tr> <tr> <td data-bbox="446 1417 876 1470"> <p>Phone Number (404) 876-5220</p> </td> <td data-bbox="876 1417 1323 1470"> <p>Phone Number (704) 357-8010</p> </td> </tr> <tr> <td data-bbox="446 1470 876 1533"> <p>Date October 31, 2000</p> </td> <td data-bbox="876 1470 1323 1533"> <p>Date October 31, 2000</p> </td> </tr> </table>		<p>Current Registrant must complete below:</p>	<p>New Registrant must complete below:</p>	<p>The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.</p>		<p>Organization TechTrain, Inc.</p>	<p>Organization TechTrainUSA, a North Carolina, Inc.</p>	<p>Signature </p>	<p>Signature </p>	<p>Signor's Name (please print) James Carr</p>	<p>Signor's Name (please print) Paul Piclocchi</p>	<p>Active email address jcarr@techtrain.com</p>	<p>Active email address ppaul4@uswest.net</p>	<p>Phone Number (404) 876-5220</p>	<p>Phone Number (704) 357-8010</p>	<p>Date October 31, 2000</p>	<p>Date October 31, 2000</p>
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<p>Date October 31, 2000</p>	<p>Date October 31, 2000</p>																	

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature.
	County of: <u>Fulton</u>
	State of: <u>Georgia</u>
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.
	Notary's Name (printed): <u>John F. Anderson</u>
	Notary's Signature: <u>[Signature]</u>
Date of notarization: <u>10/26/2000</u>	
My commission expires: <u>March 4, 2002</u>	

Did you remember to:

- * Have your document signed by someone with the ability to legally bind your organization? For an organization, this includes people with titles such as CEO, Owner and President.
- * Make sure the domain name registration is in a paid status? If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.
- * Have the current registrant's signature witnessed by a Notary Public? The signature dates for the current registrant and the Notary Public must match.
- * Get a NIC-tracking number for the new organization's registration? If you haven't already done so, complete a new Service Agreement/Template for the new organization's registration at <http://www.networksolutions.com/makechanges/rmca/service-agreement-5-1.txt>

NEW! Priority Registrant Name Change Service

For \$199 per domain name change, we will process your Registrant Legal Name Change in two business days after receiving complete and correct information*. Our standard processing time is 3 to 6 weeks. To purchase this expedited service, speak with a customer service representative. Within the U.S. and Canada, call 1-800-779-1710. Internationally, dial +1 703 742-4777. The two business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time, (United States) each business day. Expedited service requests received after 3:00PM will be processed beginning on the next business day.

EXHIBIT C - during the initial sixty-day referral period www.techtrain.com and www.techtrain.net will consist of a one page HTML document containing the graphic image shown below and will automatically redirect visitors to www.ualliance.com.

TechTrain
The Computer University •

Is now...

UAlliance
www.ualliance.com

professional certification in an academic environment
ogilthorpe university - atlanta, georgia
the university of alabama birmingham
queens college - charlotte, north carolina
gulford college - greensboro, north carolina