

01-09-2001



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12/21/00

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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
- 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.)

Citizenship/State of Incorporation/Organization

01/08/2001 6TOM11 00000235 2119428

FOR OFFICE USE ONLY

01 FD:481 40.00 GP  
02 FD:482 75.00 GP

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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

TRADEMARK  
REEL: 002209 FRAME: 0052

**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="2119428"/>	<input type="text" value="2108872"/>	<input type="text"/>
<input type="text" value="2115797"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2113892"/>	<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.

Dino J. Radosta

Name of Person Signing

[Signature]

Signature

12/13/00

Date Signed

## BILL OF SALE

THIS BILL OF SALE is given from SPECTRUM TECHNOLOGY GROUP, INC., a New Jersey corporation ("Seller"), to AD SYSTEMS, INC., a North Carolina corporation ("Purchaser").

1. **Definitions.** As used in this Bill of Sale, the following terms shall have the meanings set forth below:

**"Code"** means all computer programs, in machine-readable object code and any and all corresponding source code, and includes, without limitation: any and all printed listings, file formats, application programs, subroutines, and all components, portions or modules thereof.

**"Documentation"** means all user manuals, handbooks, online materials, development specifications, programmer's or developer's notes, engineering or system design notes for the Code, instructions for compiling or decompiling the Code, and all pseudo-code, algorithms, diagrams or flow charts corresponding to the Code.

2. **Sale.** Seller hereby assigns, sells and conveys to Purchaser all of Seller's interests in and to the all of the following (collectively, the "Assets"):

(a) the advertising and media software originally developed by Ad Systems, L.L.C., and known as the AMPS software, including all DOS and Windows version of the same (the "Software");

(b) all rights of Seller to those trademarks and copyrights described in Exhibit A to this Agreement (the "Trademarks and Copyrights");

(c) all current Code and Documentation in the possession of Seller that exists for the Software (the "Software Code and Documentation");

(d) all marketing material for the Software in the possession of Seller (the "Marketing Material");

(e) all names and references to the existing client data base and existing marketing leads for the Software (the "Customer and Prospect List"); and

(f) the telephone number and worldwide web address described in Exhibit B to this Agreement (the "Addresses").

3. Limited Warranty. Seller makes no warranty regarding the functionality of the Software, Software Code or Documentation (collectively, the "Deliverables") and, in particular, makes no warranty as to the appropriateness of the Deliverables for Purchaser's purposes, that they are free of "bugs" or other defects, that they are Year 2000 compliant, or that they are complete. Seller warrants that the Deliverables do not infringe any patent, copyright, trade secret or other proprietary rights of any third parties (the "Proprietary Rights"). Seller further warrants that it is not aware of any basis for such a claim by a third party, and is not aware of any reason that a third party could claim that the Deliverables infringe such Proprietary Rights. In no event shall Seller's liability to Purchaser under this limited warranty exceed the amount of the Purchase Price paid by Purchaser to Seller. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THERE SHALL BE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SELLER:

SPECTRUM TECHNOLOGY GROUP, INC.

By: 

Date: 7/4/98

Name: DAVID G. DIERHAM

Title: VICE PRESIDENT

EXHIBIT B

to Bill of Sale from Spectrum Technology Group, Inc., to Ad Systems, Inc.  
(the Addresses)

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1. Telephone number:

1-888-GO-ADSYS

1-888-AMPSWIN

2. Worldwide Web Address:

<http://www.go-adsys.com>

JUS  
000 224 4120/# 47 3

**EXHIBIT A**  
**to Bill of Sale from Spectrum Technology Group, Inc., to Ad Systems, Inc.**  
**(the Trademarks and Copyrights)**

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1. Any and all copyrights in and to the Software.
  
2. Any trademark rights in and to the following expressions:
  - (a) AMPs
  
  - (b) AMPs for Windows
  
  - (c) Ad Systems
  
  - (d) Logo Design:

