

05-11-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

TechLaw, Inc.

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

5-2-01

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

3. Nature of conveyance:

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

Execution Date: February 22, 2001

2. Name and address of receiving party(ies)

Name: TechLaw Automation Partners Inc.

Internal

Address: 14500 Avion Parkway

Street Address: Suite 300

City: Chantilly State: VA Zip: 20151

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Virginia, 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2422750 2383001

Additional number(s) attached Yes No

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

Name: Stephen P. Derm

Internal Address: Hunton & Williams

Riverfront Plaza, East Tower

Street Address: 951 East Byrd Street

City: Richmond State: VA Zip: 23219-4074

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:

08-3436

65E

(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.

Stephen P. Derm Name of Person Signing

Signature

4-25-01 Date

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

5

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

TRADEMARK REEL: 002293 FRAME: 0081

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is made as of February 22, 2001, by and between TechLaw, Inc., a Colorado corporation having a place of business at 14500 Avion Parkway, Suite 300, Chantilly, Virginia 20151 (the "Assignor"), and TechLaw Automation Partners Inc., a Virginia corporation having a place of business at 14500 Avion Parkway, Suite 300, Chantilly, Virginia 20151 (the "Assignee").

### **RECITALS**

**WHEREAS**, pursuant to the Stock Purchase Agreement by and between Assignor and Atvantec, Inc., a Maryland corporation ("Atvantec"), dated February 13, 2001 (the "Purchase Agreement"), Assignor has agreed to sell to Atvantec all of the issued and outstanding capital stock of the Assignee.

**WHEREAS**, the Assignor is using, and is the owner of, certain trademarks, service marks, and trade names and trademark registrations, as listed on Schedule A attached hereto (collectively referred to as the "Marks") and Assignor is required as a condition to the obligations of Atvantec to consummate the Purchase Agreement, to assign the Marks to Assignee prior to the closing of the transactions contemplated under the Purchase Agreement;

**WHEREAS**, the Assignee desires to acquire from the Assignor, and the Assignor desires to assign, transfer and convey to the Assignee, the Marks.

### **AGREEMENTS**

**NOW, THEREFORE**, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.


Assignor agrees, without requiring further remuneration, to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first above written.

**TECHLAW, INC.**

By:   
Name: Benjamin R. Jackson  
Title: Chief Operating Officer

**TECHLAW AUTOMATION PARTNERS INC.**

By:   
Name: Robert A. Weissman  
Title: Secretary

State of Virginia )  
 )  
County of Fairfax ) ss:

On this 22nd day of February, 2001, before me personally came Benjamin R. Jackson to me known, who being by me duly sworn, did depose and say that he is the Chief Operating Officer of TechLaw, Inc., the corporation described in and which executed the foregoing instrument; and signed his name thereto by order of the Board of Directors.

Sabine Fischer Warren  
Notary Public *SABINE FISCHER WARREN*

My commission expires: Dec. 31, 2002

State of Virginia )  
 )  
County of Fairfax ) ss:

On this 22nd day of February, 2001, before me personally came Robert A. Weissman to me known, who being by me duly sworn, did depose and say that he is the Secretary of TechLaw Automation Partners Inc., the corporation described in and which executed the foregoing instrument; and signed his name thereto by order of the Board of Directors.

Sabine Fischer Warren  
Notary Public *SABINE FISCHER WARREN*

My commission expires: Dec. 31, 2002

**SCHEDULE A**

**U. S. REGISTERED TRADEMARKS/SERVICE MARKS**

<b><u>MARK</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTRATION DATE</u></b>
Design Mark	2383001	September 5, 2000
iCreate	2422750	January 23, 2001