

FAXING TO 703 306 5995

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Tab settings

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

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">ROD W. HARRIS</p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>TRUCK ADS, LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2107 BERMUDEZ CT.</u></p> <p>City: <u>VIENNA</u> State: <u>VA</u> Zip: <u>22182</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____</p> <p><input checked="" type="checkbox"/> Other <u>LIMITED LIABILITY COMPANY</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>FEBRUARY 8, 2004 [02/08/04]</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) #78021506</p>	<p>B. Trademark Registration No.(s) #2,530,810 #2,804,676</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>ROD W. HARRIS</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2107 BERMUDEZ CT.</u> <u>VIENNA, VA 22182</u></p> <p>City: <u>VIENNA</u> State: <u>VA</u> Zip: <u>22182</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed CREDIT CARD INFO ATTACHED</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

ROD W. HARRIS		<u>2/19/04</u>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 5

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

OP \$90.00 78021506

ROD W. HARRIS and TRUCK ADS, LLC**ASSIGNMENT AGREEMENT**

PAGE 1 OF 3

This Assignment Agreement (this "Agreement") is made as of February 8, 2004 (the "Effective Date"), by and between Rod Harris, an individual located at 2107 Bermudez Ct., Vienna, VA 22182 ("Assignor"), and TRUCK ADS, LLC a Virginia Limited Liability Company with its principal place of business at 2107 Bermudez Ct., Vienna, VA 22182 ("Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Assignor desires and agrees to irrevocably assign to Assignee as of the Effective Date all of its rights, title and interest, on a worldwide basis, including, without limitation, all intellectual property rights and moral rights, in and to certain trademark rights as part of its initial and original capital contribution in Assignee, and the Parties wish to memorialize such transfer and assignment in this Agreement as set forth herein, that otherwise have not been transferred and assigned to Assignee prior to the Effective Date shown below.

WHEREAS, except for any ownership interest already held by Assignee, Assignor is the sole owner of all rights, title and interest, including, without limitation, all proprietary products, all intellectual property rights formation and proprietary business information; with respect to the trademarks. Assignee is a successor to a portion of the business of the Assignor to which these trademarks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT**A. DEFINITIONS**

For the purposes of this Agreement, the following terms will have the meanings ascribed to them as follows:

1. "Assigned Property" means the Proprietary Products, Proprietary Information and Trademarks.
2. "Price" means a one-time payment of one dollar (US\$1).
3. "Proprietary Business Information" means any confidential or proprietary information, know-how, or trade secret described or comprised in or relating to the general business operations of Assignee, including, without limitation, the truckads.com website and all related domain names appropriate for the operation of Assignee's business, that exists as of the Effective Date or that is subsequently provided by Assignor to Assignee at its sole discretion, and that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions.
4. "Proprietary Information" means any confidential or proprietary information, know-how, or trade secret described or comprised in or relating to the Assigned Property that is not in the public domain or regularly disclosed by Assignee to third parties without confidentiality restrictions.

ROD W. HARRIS and TRUCK ADS, LLC**ASSIGNMENT AGREEMENT**

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5. "Proprietary Products" means the products set forth herein, including, without limitation, all user manuals, computers, furniture, fixtures, reference manuals and other documentation and materials relating thereto; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof.
6. "Trademarks" means the product marks and logos set forth herein and all rights and goodwill associated therewith.

B. ASSIGNMENT

Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee the following rights (collectively, the "Rights"):

1. **Proprietary Products.** Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein; including, without limitation, all furniture, fixtures, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefore (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.
2. **Proprietary Information.** Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Proprietary Information to the full extent of its ownership or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information.

ROD W. HARRIS and TRUCK ADS, LLC

ASSIGNMENT AGREEMENT

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3. **Trademarks.** Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademarks to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefore (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. The Parties agree to have executed and file the confirmatory assignment with respect to the following registered Trademarks and trademark applications.

APPLICATION NO. 7801506 TRUCKADS
REGISTRATION NO. 2804676 TRUCKADS ADVERTISING IN THE FAST LANE
REGISTRATION NO. 2530810 ADVERTISING IN THE FAST LANE

Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

C. PAYMENT

As payment for the assignment of Rights, Assignee will pay to Assignor the Price, the receipt and full satisfaction of which is hereby acknowledged by the Parties.

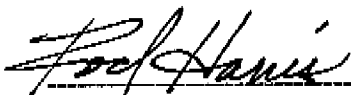
D. REPRESENTATIONS AND WARRANTIES

UNLESS EXPLICITLY STATED OTHERWISE IN THIS AGREEMENT, THE ASSIGNED PROPERTY, AND PROPRIETARY BUSINESS INFORMATION ARE PROVIDED "AS IS" AND THE PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY OF THE ASSIGNED PROPERTY OR PROPRIETARY BUSINESS INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

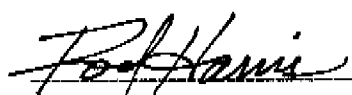
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ROD W. HARRIS

TRUCK ADS, LLC

 2/8/04

Signature Date

 2/8/04

Signature Date

Name: Rod Harris
Title: Individual

Name: Rod Harris
Title: President / Chief Executive Officer