

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.

1. Name of conveying party(ies):

Springer-Miller Systems, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Vermont
- 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 1, 2004

2. Name and address of receiving party(ies)

Name: PAR Springer-Miller Systems, Inc.

Internal

Address:

Street Address: 8383 Seneca Turnpike

City: New Hartford State: NY Zip: 13413

- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,223,507
2,301,182
2,081,303
2,063,303

Additional number(s) attached Yes No

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

Name: George R. McGuire

Internal Address: Bond, Schoeneck & King, PLLC

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account including any additional fees or credit any overpayment

8. Deposit account number:

501546

(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.

George R. McGuire

Name of Person Signing

Signature

1/4/05

Date

Total number of pages including cover sheet, attachments, and document 6

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

CH \$115.00 501546 2223507

GENERAL ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES,
AND RELATED RIGHTS

THIS AGREEMENT is made the 1st day of October, 2004 between

Springer-Miller Systems, Inc., (hereinafter "Assignor"), a Vermont corporation, with offices at 782 Mountain Road, P.O. Box 1547, Stowe, VT 05672;

and

PAR Springer-Miller Systems, Inc. (f/k/a PSMS Acquisition Inc.) (hereinafter "Assignee"), a Delaware corporation, with offices at 8383 Seneca Turnpike; New Hartford, NY.

WHEREAS, pursuant to the Asset Purchase Agreement dated as of September 10, 2004 among Assignor, Assignee and certain other parties named therein, it has been agreed that the Assignor shall transfer to the Assignee the trademarks and domain names shown on Schedule A attached hereto (hereinafter "the Trademarks and domain names");

WHEREAS, Assignor is assigning the marks listed on Schedule A attached hereto as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. Section 1060; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby grants, sells, releases, delivers, assigns, conveys and transfers to the Assignee, its successors, assigns and nominees, forever, all of its right, title and interest worldwide to the Trademarks and domain names listed on Schedule A attached hereto, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and domain names, and in connection with foregoing, the Assignor grants, sells, releases, delivers, assigns, conveys and transfers to the Assignee all income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks and domain names and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to the Assignee hereunder, and all other rights corresponding thereto throughout the world.

The Assignor shall undertake, at the request of the Assignee and without further consideration, to sign all documentation, including confirmatory trademark and domain name assignments, and generally use reasonable best efforts to aid the Assignee, its successors, assigns and nominees, to obtain from the Assignor and record title to the Trademarks shown on Schedule A attached hereto in each jurisdiction where such Trademarks are registered and applications to

register such Trademarks are pending, and to obtain from the Assignor and record title to the domain names transferred herein and shown on Schedule A attached hereto.

The Assignor will promptly execute all documents and authorizations and take all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the domain names shown on Schedule A attached hereto, including, but not limited to, completing, executing or authorizing Registrant Name Change Agreements (RNCAs).

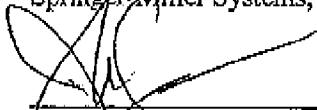
The Assignor hereby acknowledges that upon transfer of the domain names shown on Schedule A attached hereto Assignee shall be the exclusive owner of all right, title and interest in such domain names. The Assignor agrees that from the date of this Assignment forward, neither it, nor any of its agents, assigns, representatives, affiliated companies, partners, or employees will assert any interest in, use or register with any agency or administrative body, any trademark, service mark, domain name or business name that is confusingly similar to the domain names shown on Schedule A attached hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

For and on Behalf of

Springer-Miller Systems, Inc.



Name: John Springer-Miller
Title: President and CEO

PAR Springer-Miller Systems, Inc.

Name:
Title:

[GENERAL ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND RELATED RIGHTS - SIGNATURE PAGE]

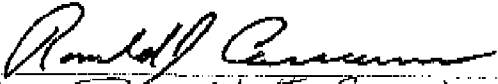
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

For and on Behalf of

Springer-Miller Systems, Inc.

Name: John Springer-Miller
Title: President and CEO

PAR Springer-Miller Systems, Inc.



Name: Ronald J. Casciano
Title: Treasurer

[GENERAL ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND RELATED RIGHTS - SIGNATURE PAGE]

SCHEDULE A
 ASSIGNMENT FROM SPRINGER-MILLER SYSTEMS, INC.
 TO
 PAR SPRINGER-MILLER SYSTEMS, INC.

TRADEMARK REGISTRATIONS:

<u>Mark</u>	<u>Jurisdiction</u>	<u>App/Reg. No.</u>	<u>Class</u>
RCC	US	2,223,507	9, 16, 35, 41
RESORT COMPUTER CORPORATION	US	2,301,182	9, 16, 35, 41
SMS/HOST & DESIGN	Canada	TMA493408	9
SMS/HOST & DESIGN	Egypt	104455	9
SMS/HOST & DESIGN	Malaysia	97/01338	9
SMS/HOST & DESIGN	Singapore	T96/13576D	9
SMS/HOST & DESIGN	US	2,081,303	9
SPRINGER-MILLER SYSTEMS	US	2,063,303	9

DOMAIN NAMES:

Registrant - Springer-Miller Systems, Inc.:

SMSHOST.COM
 SMSWORLD.COM
 SPRINGERMILLER.COM

Registrant - Springer-Miller Systems:

ACTIVITYBOOKING.COM
 ACTIVITYBOOKING.NET
 ACTIVITYBOOKING.ORG
 CHRONOLOGIX.NET
 SMSSUPPORT.COM
 SPABOOKING.NET
 SPABOOKING.ORG
 STOWERESORT.COM
 STOWESTORE.COM

No Registrant Identified -webmaster@springermiller.com listed as Admin Contact:

CHRONOLOGIX.COM
 SPABOOKING.COM
 SPASOFT.COM
 SPRINGER-MILLER.COM