

08-10-2001

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type **7-26-01**
() New

() Resubmission (Non-Recordation)
Document ID#

() Correction of PTO Error
Reel # Frame #

(X) Corrective Document
Reel # 002272 Frame # 0254

Conveyance Type

(X) Assignment () License

() Security Agreement () Nunc Pro Tunc Assignment
Effective Date

() Merger Month Day Year

() Change of Name

() Other:

Conveying Party

(X) Mark if additional names of conveying parties attached

Name PNV, Inc.

Execution Date
Month Day Year

03 19 2001

Formerly

() Individual () General Partnership () Limited Partnership (X) Corporation () Association

() Other

(X) Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

() Mark if additional names of receiving parties attached

Name Randall Publishing Company, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 3200 Rice Mine Road, N.E.

Address (line 2)

Address (line 3) Tuscaloosa, Alabama/USA
city State/Country

35406
Zip Code

() Individual () General Partnership () Limited Partnership

(X) Corporation () Association

() Other

(X) Citizenship/State of Incorporation/Organization Alabama

() 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.)

change 40.00

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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 205-521-8369

Name Nathan W. Johnson

Address (line 1) Bradley Arant Rose & White LLP

Address (line 2) 2001 Park Place

Address (line 3) Suite 1400

Address (line 4) Birmingham, AL 35203-2736

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

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)

75679723 (for PNV CONNECT)
(Frame being corrected lists 75697723
in typographical error)

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ None- Correction

Method of Payment:

Enclosed (X)

Deposit Account ()

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-0954

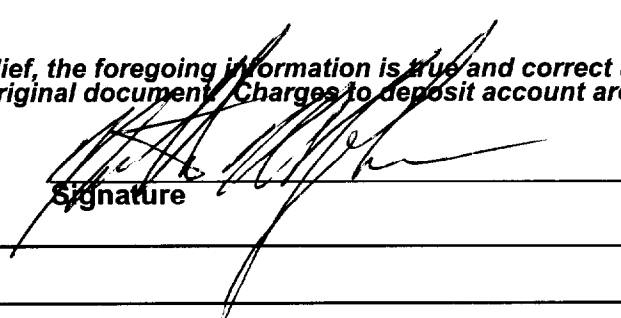
Authorization to charge additional fees: Yes (X)

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.

Nathan W. Johnson
Name of Person Signing


Signature

7/26/01
Date

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 205-521-8369

Name Nathan W. Johnson
Address (line 1) Bradley Arant Rose & White LLP
Address (line 2) 2001 Park Place
Address (line 3) Suite 1400
Address (line 4) Birmingham, AL 35203-2736

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

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)

75697723

Registration Number(s)

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40

Method of Payment:

Enclosed (X) Deposit Account ()

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-0954

Authorization to charge additional fees: Yes (X) 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.

Nathan W. Johnson
Name of Person Signing


Signature

April 2, 2001
Date

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, dated March 19, 2001 by and between PNV Inc., a Delaware corporation, debtor and debtor-in-possession ("Assignor") and RANDALL PUBLISHING COMPANY, INC., an Alabama corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of February 13, 2001 (the "Purchase Agreement"), in which Assignor agreed to transfer to Assignee all of Assignor's interest in any trademark, service mark or trade name to the extent that such mark or trade name is used in connection with or is associated with the business represented by the assets transferred under the Purchase Agreement ("Marks");

WHEREAS, Under the terms of the Purchase Agreement, Assignor agreed to transfer to Assignee all assets associated with a division of its business commonly referred to as "pnv.com," which includes Internet services to the long haul trucking industry associated with or provided through the web site and internet portal located at the uniform resource locator ("URL") www.pnv.com and all business activities relating to the operation, maintenance, servicing, advertising, or developing of that web site or related web sites (the "Business");

WHEREAS, Assignor is the owner of United States Registrations and Applications ("Registrations and Applications") listed below as they relate to the business described in the applications and to the Business, which are not within the Excluded Business because of the goods and services recited in the application, along with the goodwill of the business symbolized thereby:

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>U. S. Reg. No.</u>	<u>Registration Date</u>
PNV CONNECT	75/697,723		

WHEREAS, Assignor is a debtor and debtor-in-possession in proceedings pending under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court");

WHEREAS, pursuant to Orders entered by the Bankruptcy Court on February 12, 2001 and March 7, 2001, the Bankruptcy Court has authorized and approved the Purchase Agreement and the transactions contemplated therein and in this Assignment and Assumption of Trademarks, and has authorized and directed the Assignor to make the assignment set forth herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

ASSIGNOR hereby assigns to ASSIGNEE all of its right, title, and interest in and to the Registrations and Applications, and the trademarks identified therein solely to the extent associated with the goods and services identified therein or as otherwise used in connection with the Business, along with the goodwill of the Business, and of that portion of Assignor's business described in the Registrations and Applications, symbolized by the marks reflected therein and any and all rights of action for infringement related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, FOREVER, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment in accordance with the terms of the Purchase Agreement.

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

ASSIGNOR:

PNV INC.

By: [Signature]
Name: [Signature]
Title: [Signature]

ASSIGNEE:

RANDALL PUBLISHING COMPANY, INC.

By: _____
Name: _____
Title: _____

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

ASSIGNOR hereby assigns to ASSIGNEE all of its right, title, and interest in and to the Registrations and Applications, and the trademarks identified therein solely to the extent associated with the goods and services identified therein or as otherwise used in connection with the Business, along with the goodwill of the Business, and of that portion of Assignor's business described in the Registrations and Applications, symbolized by the marks reflected therein and any and all rights of action for infringement related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, FOREVER, from and after the date hereof, subject to the terms, covenants, conditions, and provisions of the Purchase Agreement.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment in accordance with the terms of the Purchase Agreement.

IN WITNESS WHEREOF, this Assignment and Assumption of Trademarks has been executed on the date and year first above written.

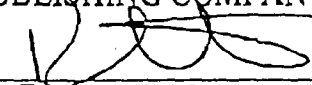
ASSIGNOR:

PNV INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

RANDALL PUBLISHING COMPANY, INC.

By: 
Name: RANDY SCHWARTZBURG
Title: PUBLISHER / G.M.