

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, dated March 12, 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>
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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;

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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: _____
Title: _____

ASSIGNEE:

RANDALL PUBLISHING COMPANY, INC.

By: [Signature]
Name: RANDY SCHWARTZ
Title: PUBLISHER

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