

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

06/27/00

Name Asset Recovery Group, LLC

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Colorado

Receiving Party

Mark if additional names of receiving parties attached

Name Technologies Futures, Inc.

DBA/KA/TA Orion Technology

Composed of _____

Address (line 1) 2840 West Bay Drive

Address (line 2) P.O. Box 280

Address (line 3) Belleair Bluffs Florida/ US 33770
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Florida

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.)

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

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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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

Method of Payment: Enclosed Deposit Account

Deposit Account

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

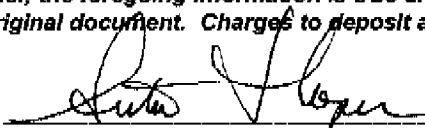
Deposit Account Number: #

Authorization to charge additional fees: Yes 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.

Anton J. Hopen
Name of Person Signing


Signature

08/31/00
Date Signed

TRANSFER OF TITLE OF INTELLECTUAL PROPERTY

This Transfer of Title of Intellectual Property is made as of June 27th, 2000, by Asset Recovery Group, LLC ("Asset Recovery") in favor of Orion Group Inc. ("Orion"), as follows:

RECITALS

A. Pursuant to an Order of the United States Bankruptcy Court in the case of *In re First Pacific Networks, Inc.*, Case No. 97-51077 ASW ("FPN Bankruptcy Case"), Asset Recovery loaned funds to First Pacific Networks, Inc. ("FPN") and received a security interest in and to certain equipment and inventory of FPN ("Collateral").

B. On September 10, 1998, the Court in the FPN Bankruptcy Case entered an order approving the sale of substantially all of FPN's assets pursuant to an Asset Purchase Agreement between American Sterling Capital Corporation, a California corporation ("ASCC"), and FPN (the "FPN/ASCC Purchase Agreement"). On September 11, 1998, ASCC assigned all of its right, title, and interest in and to the FPN/ASCC Agreement to American Sterling Communications, LLC ("ASCOM"), pursuant to which ASCOM purchased from FPN certain assets of FPN part of which included certain of the Collateral which was subject to a security interest in favor of Asset Recovery, and all intellectual property, copyrights, patents, inventions, software, source code, devices, and discoveries of FPN.

C. ASCOM initiated an action against Asset Recovery for breach of the lending agreement between Asset Recovery and FPN (O.C.S.C. No. 801864). Asset Recovery initiated a cross-action in which it sought, in part, to judicially foreclose and obtain title to the Collateral and to obtain a money judgment for recovery of the money originally loaned to FPN.

D. Pursuant to a Settlement Agreement & General Release among ASCOM, American Sterling Corporation ("ASC") and Asset Recovery, ASCOM agreed to transfer title to the Collateral and all intellectual property it possessed to Asset Recovery in full satisfaction of Asset Recovery's claim.

E. Asset Recovery never intended to use the intellectual property itself, but only to sell it and the Collateral it contemporaneously received from ASCOM to a third party, such as Orion. Asset Recovery and Orion have entered into a Purchase and Sale Agreement contemporaneously herewith, and this Transfer of Title to Intellectual Property is entered into further to that Purchase and Sale Agreement.

Subject to the terms of the Purchase and Sale Agreement entered into by the parties, and in furtherance of the terms thereof, the parties now agree as follows:

AGREEMENT

1. Asset Recovery hereby sells, conveys, transfers, assigns, and delivers to Orion

and Orion hereby accepts from Asset Recovery all of Asset Recovery's right, title, and interest in and to all Intellectual Property now owned by Asset Recovery which Asset Recovery obtained from ASCOM pursuant to their Settlement Agreement and Mutual Release, as referenced in Recital D, above. Without in any way limiting the generality of the foregoing statement, Asset Recovery specifically acknowledges that the assets set forth on Exhibit A shall be Intellectual Property subject to transfer pursuant to this document.

2. Orion accepts title to the Intellectual Property, and Orion may take whatever action it deems appropriate to control the Intellectual Property and to act as the owner of the Intellectual Property to dispose of, use, or sell the Intellectual Property in any manner it chooses.

3. To the extent that it has not already done so, Asset Recovery shall deliver to Orion all documents, tapes, discs, or other physical embodiment of the Intellectual Property as soon as commercially reasonable after the execution of this document.

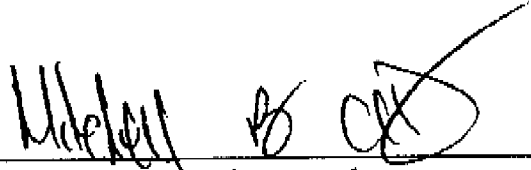
4. Asset Recovery hereby agrees to execute and deliver to Orion, upon demand, any instruments or other documents reasonably necessary to more fully or more formally evidence the rights herein conveyed and the rights of Orion in, to and under the Intellectual Property. Asset Recovery also agrees to deliver to Orion, upon demand, all copies or other tangible embodiments of the Intellectual Property, if it shall ever be discovered that Asset Recovery is in possession of the same.

5. Asset Recovery hereby agrees to execute, acknowledge, and deliver, when reasonably requested by Orion or its attorneys, all papers, including applications for patents or copyrights, assignments, and affidavits, as reasonably needed in order to obtain, maintain or renew such patents or copyrights, trade secrets, or other legal protection, or to vest title thereto in Orion or its assignee.

6. Orion acknowledges and agrees that Asset Recovery only ever took title to the intellectual property transferred hereunder for the purposes of re-sale to a third-party such as Orion, and that Asset Recovery makes no representations or warranties as to any aspect of the intellectual property, except that it is transferring to Orion all that it received from ASCOM, that Asset Recovery has made no efforts to protect and maintain the intellectual property, and that Orion has had over five months to conduct whatever due diligence it believes appropriate as to the intellectual property.

Asset Recovery Group, LLC,
a Colorado limited liability company

Orion Group, Inc.,
A Florida Corporation

By: 
Mitchell Chi, managing member

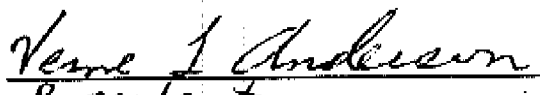
By: 
Its: President

EXHIBIT A

<u>Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
U.S. 4,881,246	11/14/89	"Method and Apparatus for Demodulating a Class of M-ARY Phase Shift Keyed (PSK) Signals."
U.S. 4,984,249	1/8/91	"Method and Apparatus for Synchronizing Digital Data Symbols"
U.S. 4,989,220	1/29/91	"Differential Delay Demodulator (Two Branch)"
U.S. 5,084,903	1/28/92	"Modulation and Demodulation System Employing AM-PSK and QPSK Communication System Using Digital Signals"
U.S. 5,088,111	2/11/92	"Modulation and Demodulation System Employing AM-PSK and FSK for Communication System Using Digital Signals"
U.S. 5,255,267	10/19/93	"Apparatus for combining broadband and baseband signal"
U.S. 5,272,700	12/21/93	"Spectrally efficient broadband transmission system"
U.S. 5,392,276	2/21/95	"Method for Linking a Party Within a Full Duplex (Dual Channel) TDM Network with a Party External to the Network"
U.S. 5,408,507	4/18/95	"Extended Range Enhanced Skew Controller"
U.S. 5,436,902	7/25/95	"Ethernet Extender"
U.S. 5,487,066	1/23/96	"A Distributed Intelligence Network Using Time and Frequency Multiplexing"
U.S. 5,528,507	6/18/96	"System for Utility Demand

**Monitoring and Control Using a
Distribution Network"**

**U.S. Patent Application:
Serial No. 170,968**

**"Communication System Using
Distributed Switching for Time
Division Multiplexing of Voice and
Data"**