

MRD 10-2-98

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To the Honorable Commissioner of Pat

Original documents or copy thereof.

100847878

1. Name of conveying party(ies): Agenda Washington, I

Name of receiving party(ies):

- Individual(s)
- General Partnership
- Corporate-State: Virginia
- Other
- Association
- Limited Partnership

Name: Agenda U.S.A., Inc.

Internal Address:

Street Address: 216 East 49th Street

City: New York

State: NY

ZIP: 10017

- Individual(s) citizenship
- Association

- General Partnership
- Limited Partnership

- Corporation-State: New York
- 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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 10, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s): 2,009,019

Additional numbers attached? Yes No

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

Name: Bridget McCarthy, Esq., Whitman Breed Abbott & Morgan LLP

Internal Address:

Street Address: 633 W. Fifth Street, Ste. 2100

City: Los Angeles

State: California

Zip: 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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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.

Bridget McCarthy

Name of Person Signing

Signature

9/30/98

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADE MARK ASSIGNMENT

WHEREAS, Agenda Washington, Inc., a Virginia corporation ("Assignor"), located at 2200 Wilson Boulevard, Arlington, VA 22201-3324 is the registrant of United States Trade Mark Registration No. 2,009,019, "Agenda Washington" (hereinafter the "Mark") registered on October 15, 1996; and

WHEREAS, Agenda U.S.A., Inc., a New York corporation located at 216 East 49th Street, New York, NY 10017 ("Assignee"), is desirous of acquiring said Mark, registration and goodwill thereto; and

WHEREAS, Assignor represents that it holds the full unfettered ownership of the mark and that it has made no prior agreement, licenses, assignments nor taken any acts which interfere with Assignor's sole and exclusive rights in U.S. Trade Mark Registration No. 2,009,019; and

WHEREAS, to the best of Assignor's knowledge, Assignor represents and expressly warrants that Registration No. 2,009,019 is free from any liens, secured interests of others or any type of encumbrance to the title, ownership or use thereof; and

WHEREAS, Assignor does hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, and consents and agrees that Assignee may file a like document which may be required in the United States of America or any foreign country for prosecuting in that country and corresponding trade mark applications; and

WHEREAS, Assignor agrees, upon the request of Assignee, in the event said mark becomes involved in a trade mark controversy or opposition or

cancellation, to cooperate with Assignee in the matter of giving and producing evidence in support and by preparing and executing documents therefor, and further to perform, upon such request, any and all affirmative acts to obtain or retain said Mark and/or registration and vest all rights therein hereby conveyed in this Assignment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark including all right of recovery for past infringement thereof and the right to secure foreign registrations thereof in their own name and to renew registrations thereof for subsequent terms, the same to be held and enjoyed by the Assignee, their successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale, assignment and transfer not been made.

AGENDA WASHINGTON, INC.

By: *Cynthia Engel* *President* *KW*
[NAME]
[TITLE]

(Corporate Seal)

ACKNOWLEDGMENT

STATE OF VIRGINIA)
) ss.:
COUNTY OF ARLINGTON)

On the 10th day of August, 1998, before me personally came CYNTHIA ENGU, to me known, who, being by me duly sworn, did depose and say that he resides at 2200 Wilson Blvd, Arlington VA 22201; that she is President / COO of Agenda Washington, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public

Sworn to before me
this 10th day of
AUGUST, 1998.

My Commission Expires 3/31/99