



12-31-1998

Dkt. 58247

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

12-21-1998



U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

100932740

Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>MEMO 12-21-98</u> Business Alliance Capital Corporation</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited liability company  <input checked="" type="checkbox"/> Corporation of Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>MacDonald Communications Corporation</u></p> <p>Street Address: <u>135 West 50th Street</u> City <u>New York</u> State <u>New York</u> Zip <u>10019</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation - <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Reassignment of Trademarks and Grant of Security Interest</u></p> <p>Execution Date: <u>August 27, 1997</u></p>	


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

<p>A. Trademark Application No.(s)</p>	<p>B. Registration No.(s)</p> <p>1. Reg No.: 1,152,795 Reg. Date: April 28, 1981 TM WORKING WOMAN  2. Reg No.: 1,218,762 Reg. Date: November 30, 1982 TM WORKING WOMAN  3. Reg No.: 1,517,184 Reg. Date: December 20, 1988 TM WORKING WOMAN  4. Reg No.: 1,657,847 Reg. Date: September 12, 1991 TM WORKING WOMAN</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Norman H. Zivin</u></p> <p>Internal Address: <u>Cooper &amp; Dunham LLP</u></p> <p>Street Address: <u>1185 Avenue of the Americas</u> <u>23rd Floor</u></p> <p>City: <u>New York</u> State: <u>New York</u> ZIP <u>10036</u></p>	<p>6. Total number of applications involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41): ..... \$ <u>115.00 E</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>03-3125</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Norman H. Zivin            December 17, 1998  
Name of Person Signing      Signature      Date

Total Number of pages including cover sheet: 4

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**TRADEMARK**  
**REEL: 1833 FRAME: 0831**

**REASSIGNMENT OF TRADEMARKS  
AND GRANT OF SECURITY INTEREST**

This Reassignment of Trademarks is made by and between BUSINESS ALLIANCE CAPITAL CORP., a Delaware corporation, having a place of business at 300 Alexander Park, Princeton, New Jersey 08543 ("BACC") and MACDONALD COMMUNICATIONS CORP., a Delaware corporation, having a place of business at 135 West 50th Street, New York, New York 10019 ("MacDonald").

WHEREAS, pursuant to an Assignment dated August 27, 1997, MacDonald assigned to BACC all right, title and interest in and to the trademarks identified in Exhibit B hereto ("Trademarks"), together with the goodwill of MacDonald's business connected with and symbolized by the Trademarks,

WHEREAS, BACC and MacDonald had intended that the Assignment be a security interest in the Trademarks,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Loan Agreement dated August 27, 1997 ("Loan Agreement"), and the terms and provisions thereof are hereby incorporated herein in their entirety by reference.

2. BACC hereby reassigns to MacDonald all right, title and interest of BACC in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, including the right to sue for past, present and future infringements thereof.

2. MacDonald hereby grants to BACC a security interest in, and mortgage on, all right, title and interest of MacDonald in and to the Trademarks, together with the goodwill connected with and symbolized by the Trademarks, and the rights to all damages by reason of infringement thereof, to secure the payment, performance and observance of the obligations defined in the Loan Agreement.

4. This Agreement is being entered into for the sole purpose of the reassignment described in Section 2 above. Except as expressly set forth in Section 2 above, (a) the Assignment remains in full force and effect as a security agreement from MacDonald to BACC in connection with Patents, Trademarks, Copyrights, Licenses and goodwill described therein, (b) the Assignment is hereby ratified, confirmed and continued as security for all obligations of MacDonald to BACC, (c) MacDonald shall comply with all of its obligations under the Assignment, and (d) upon the occurrence of an Event of Default (as defined in the Loan Agreement), BACC may exercise all rights, remedies and privileges provided in the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Reassignment of Trademarks and Grant of Security Interest, effective as of August 27, 1997.

BUSINESS ALLIANCE CAPITAL CORP.

By *William J. Little, Sr.*

MACDONALD COMMUNICATIONS CORP.

By *A.C. MacDonald*  
President

EXHIBIT "B"

TO

**ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
Working Woman	US	1,192,795	4/28/82
Working Woman	US	1,218,343	11/30/82
Working Woman	US	1,517,184	12/20/88
Working Woman	US	1,657,847	9/17/91
Working Woman	US	S/N 037,667	12/27/95