

04-08-1999

FORM PTO 1594

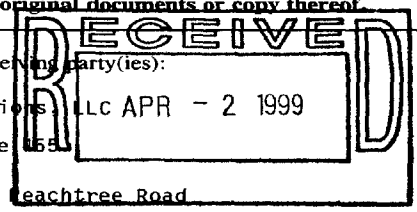


U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

RECO

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TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying Party(ies):

Grimes Publications of Georgia, Inc.

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

2. Name and address of receiving party(ies):

Name: Trend Publications, LLC APR - 2 1999

Internal Address: Suite 455

Street Address: 3445 Peachtree Road

City: Atlanta

State: GA

Zip: 30326

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of name
- Other

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State

Other Georgia Limited Liability Company

Execution Date:

December 31, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (Designations must be separate from assignment)

Additional name(s) & address(es) attached? Yes No

63/2/99

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

A. Trademark Application No.(s)

75/274013

B. Trademark Registration No.(s)

1245825

1259384

Additional numbers attached? Yes No

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

Name: Michael D. Hobbs, Jr., Esq.

Internal Address: Troutman Sanders LLP

Street Address: 600 Peachtree St. NE
Suite 5200

City: Atlanta

State: GA Zip: 30308

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

Enclosed

Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

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.

Michael D. Hobbs, Jr.

Name of Person Signing

Signature

March 29, 1999

Date

04/08/1999 DNGUYEN 00000068 75274013

01 FC:481

40.00 DP

02 FC:482

50.00 DP

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

Total number of pages comprising cover sheet: 4

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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.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 31st day of December, 1998, by and among Williams Communications, Inc., a Georgia corporation ("Assignor One"), Grimes Publications of Georgia, Inc., a Georgia corporation ("Assignor Two") and Trend Publications, LLC, a Georgia limited liability company ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor has adopted and used and is the owner of the marks and the state and federal trademark applications set forth on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Marks"); and

WHEREAS, Assignee, Assignor One and Assignor Two desire to enter into this Assignment to effect the transfer of the Marks;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor One, Assignor Two and Assignee hereby agree as follows:

1. First Transfer and Assignment. Assignor One hereby transfers and assigns to Assignor Two all of its right, title and interest in and to the Marks and the underlying business identified thereby, together with the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits and other remedies for past infringement of the Marks.

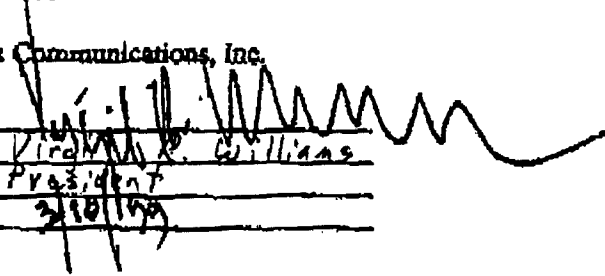
2. Second Transfer and Assignment. Assignor Two hereby transfers and assigns to Assignee all of its right, title and interest in and to the Marks and the underlying business identified thereby, together with the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits and other remedies for past infringement of the Marks.

3. Further Documentation and Actions. Assignor One and Assignor Two hereby agree, at the specific request and expense of Assignee, to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or the State of Georgia.

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Assignment on the dates shown below.


"ASSIGNOR ONE"

Williams Communications, Inc.

By: 
Name: Virginia Williams
Title: President
Date: 3/10/99

"ASSIGNOR TWO"

Grimes Publications of Georgia, Inc.

By: 
Name: Millard B. Grimes
Title: President
Date: 3/24/99

Schedule A

Federal

<u>Mark</u>	<u>App. No./Reg. No.</u>	<u>Filing Date/Registration Date</u>
1. SOUTH	75/274013	April 14, 1997
2. BUSINESS ATLANTA	1245825	July 19, 1983
3. BUSINESS ATLANTA	1259384	November 29, 1983

Georgia

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
4. BUSINESS ATLANTA	01026660	March 13, 1990

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