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9-30-99

10-04-1999



Recordation Form Cover
TRADEMARKS ONLY

101161477

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

1. Name of conveying party(ies):

Doc Faison Well Drilling & Equipment Inc.

- Individual(s)
- General Partnership
- Corporation-State: Michigan
- Other
- Association
- Limited Partnership

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

Business News Publishing Company, II, LLC
Suite 100, 755 West Big Beaver Road
Troy, Michigan 48084.

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: Michigan
- Other:

3. Nature of conveyance:

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

Execution Date: September 8, 1999

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

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2,142,248

Additional numbers attached?

- Yes
- No

6. Total number of applications and registrations involved:

ONE

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

Charles R. Rutherford
Dykema Gossett PLLC
1577 N. Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
(248) 203-0862

7. Total fee (37 CFR 3.41).....\$40.00 0

Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number: 04-2223

(Attach duplicate copy of this page if using 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.

Charles R. Rutherford
Name

Charles R. Rutherford Sept 21, 1999
Signature Date

Total number of pages comprising cover sheet

65043-

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.
223571

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment of Trademarks") is made as of this September 9, 1999, among DOC FAISON WELL DRILLING & EQUIPMENT INC., a Florida corporation (the "Assignor") unto and in favor of BUSINESS NEWS PUBLISHING COMPANY II, L.L.C., a Michigan limited liability company (the "Assignee").

RECITALS

A. Assignor is the owner, has adopted, used and is using several marks, including those described on ANNEX A attached hereto (collectively, the "Trademarks").

B. Assignee is desirous of acquiring Assignor's entire right, title and interest in, to and under the Trademarks.

C. Assignor has agreed to sell, convey, transfer, assign and deliver the Trademarks to Assignee pursuant to and in connection with the terms and conditions of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated September 10, 1999, among Assignee and Assignor.

D. The parties acknowledge that this Assignment of Trademarks is an essential element of Assignee's decision to consummate the transactions contemplated in the Asset Purchase Agreement.

E. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

AGREEMENT AND ASSIGNMENT

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

1. Assignee does hereby sell, convey, transfer, assign and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title, interest, ownership, and all subsidiary rights (including United States and foreign) in and to the Trademarks, together with the good will of the business symbolized by the Trademarks in the United States of America and its territories and in all foreign countries, including, but not limited to, all common law rights, federal and state statutory rights, all rights to secure trademark registrations therein and to any resulting registrations in Assignee's name as claimant, any and all renewals thereof and all claims, demands, and rights of action which Assignor has, or may have in the future, by reason of any infringement (including past infringement) on the Trademarks being assigned pursuant to this Assignment of Trademarks (including any infringement prior to this assignment), with all of the foregoing TO HAVE AND TO HOLD, unto Assignee, its successors and assigns, FOREVER.

2. Assignor further agrees to execute any and all powers of attorneys applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

3. This Assignment of Trademarks is in addition to, and shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Assignee under, that certain Assignment and Bill of Sale, dated even date herewith, made by Assignor to Assignee.

4. This Assignment of Trademarks is being delivered pursuant to, and subject to the representations, warranties, covenants and agreements set forth in, the Asset Purchase Agreement.

5. This Assignment of Trademarks shall be binding upon, inure to the benefit of and be enforceable by, Assignor and Assignee and their respective permitted successors and assigns.

6. This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Florida.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, a duly authorized officer of Assignor has executed this Assignment of Trademarks on behalf of Assignor, intending to be legally bound on the date first written above.

DOC FAISON WELL DRILLING & EQUIPMENT INC.
Assignor

By: W.C. "Doc" Faison
Name: W.C. "Doc" Faison
Its: President

STATE OF FLORIDA
COUNTY OF BAY

On this 8th day of September 1999, before me appeared W.C. "Doc" Faison, the person who signed this Assignment of Trademarks on behalf of DOC FAISON WELL DRILLING & EQUIPMENT INC., the above-referenced Assignor, who acknowledged that he signed it as a free act on behalf of the identified Assignor.

Les W. Burke

Notary Public
Notary Public

Accepted:

BUSINESS NEWS PUBLISHING COMPANY II, L.L.C.,
Assignee

By: Marilyn D. Hall
for Business News Publishing Company
Its: Attorney-in-fact for James E. Henderson



Les W. Burke
MY COMMISSION # CC650631 EXPIRES
June 24, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

Dated: September 9, 1999

Trademarks and Copyrights

Trademarks

Registered Trademarks:

National Drillers: U.S.Registration No 2,142,248 for the mark NATIONAL DRILLERS, in International Class 16 in the Principle Register registered March 10, 1998.

National Drillers Buyers Guide "Where the Buyer and Seller Meet": U.S. Registration No. 1,295,265 registered September 11, 1984 and currently is in a canceled status.

Copyrights

Copyrights for National Driller Buyers Guide, including those copyrights not filed.