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05-04-2000

Docket No.:

Tab setting: 04-12-2000



To the U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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ached original documents or copy thereof.

1. Name of conveying party(ies):

X*Press Information Services, Ltd.

4-12-00

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: September 29, 1999

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

Name: Youthline USA, Inc.

Internal Address:

Street Address: 288 Forest Avenue

City: Lakewood State: NJ ZIP: 08701

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic designation is... Designations must be a separate document from Additional name(s) & address(es)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,049,418 2,030,607 2,010,580 1,998,613 2,012,305 2,094,021

Additional numbers Yes No

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

Name: Tucker & Latifi, LLP

Internal Address:

Street Address: 160 East 84th Street

Suite 5-E

City: New York State: NY ZIP: 10028

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

05/03/2000 DEBITES 00000031 2049418

01 FC:401

40.00 DP 125.00 DP

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.

Afschineh Latifi, Esq.

Name of Person Signing

Signature

April 10, 2000

Date

Total number of pages including cover sheet, attachments, and

2

U.S. Trademark Assignment

ASSIGNMENT made this 19 day of September, 1999, by X*Press Information Services, Ltd., a limited partnership composed of LMC Information Services, Inc. and*LMC of Colorado, Inc. and having an office and place of business at 4700 South Syracuse Parkway, Denver, Colorado ("Assignor").

WHEREAS, Assignor is the owner of the U.S. Trademark Registrations listed on the schedule annexed hereto as *Exhibit A* (the "Marks"); and,

WHEREAS, Youthline USA, Inc., a Delaware corporation with an office and place of business at 288 Forest Avenue, Lakewood, New Jersey 08701 ("Assignee") desires to acquire Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used; and,

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made.

Notwithstanding anything contained in this Assignment to the contrary or otherwise provided by applicable law in the absence of this paragraph, this Assignment and the property to be transferred hereunder are made by Assignor and accepted by Assignee AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY RECOURSE UPON AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATIONS, whether oral or written, past, present, or future, by Assignor, and Assignor's directors, officers, employees, agents or attorneys as to any matter whatsoever.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed

*Liberty Programming Development Corporation, as successor in interest to

and executed by the undersigned officer duly authorized on the date and year first above written.

X*PRESS INFORMATION SERVICES, LTD.

By: LMC Information Services, Inc., General Partner

By: Liberty Programming Development Corporation, General Partner

By: [Signature]

Title: Authorized Agent

State of Colorado }
 } ss:
County of Douglas }

On this 29th day of SEP., 1999, before me came Charles Y. Tanabe, of X*Press Information Services, Ltd., who acknowledged to me that he is the Authorized Agent of X*Press Information Services, Ltd. and that he executed the foregoing document on behalf of X*Press Information Services, Ltd. with full authority to do so.

[Signature]
Notary Public

My Commission Expires 01/29/2002

EXHIBIT A**X* PRESS INFORMATIO SERVICES, LTD.**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
WHAT ON EARTH	2,049,418	4/1/97
WHAT ON EARTH	2,010,580	10/26/96
WHERE ON EARTH	2,012,305	10/29/96
WHERE ON EARTH	2,030,607	1/14/97
WHO ON EARTH	1,998,613	9/3/96
X-CHANGE	2,094,021	9/9/97