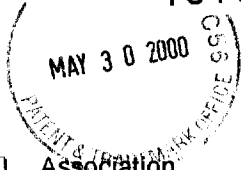


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Y



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To the Honorable Commissioner of Pat

attached original documents or copy thereof.

Address of receiving party(ies):

1. Name of conveying party(ies):

Lakewood Publications, Inc.

Name: Lakewood Publications Acquisition Corp.

Internal Address:

Street Address: 50 South Ninth Street

City: Minneapolis State: MN ZIP: 55402

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

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

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Rerecord to correct by deleting Reg. # 1,142,516**
- Merger
- Change of Name

Execution Date: 12/22/94

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,142,516

Additional numbers attached? Yes No

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

Name: Elizabeth Miller Roesel, Esq.

Internal Address:

SHAW PITTMAN

Street Address:

2300 N Street, N.W.

City: Washington, D.C. State: ZIP: 20037

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: Charge any additional fees or credit any overpayment

19-1565

DO NOT USE THIS SPACE

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40.00 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.

Elizabeth Miller Roesel

Name of Person Signing

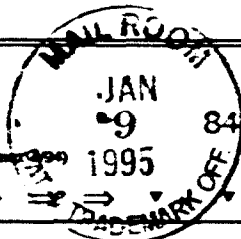
Elizabeth M. Roesel

Signature

May 30, 2000

Date

Total number of pages including cover sheet, attachments, and document: 10



RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

TRADEMARKS ONLY

110-481
150-482
D

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

1. Name of conveying party(ies):

Lakewood Publications Inc.

- Individual(s)
- General Partnership
- Corporate-State (Delaware) *EE*
- Other
- Association
- Limited Partnership

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

2. Nature of conveyance:

- A assignment *01*
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 22, 1994

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

Name: Lakewood Publications Acquisition Corp.

Internal Address: _____

Street Address: 50 South Ninth Street

City: Minneapolis State: Minn. ZIP: 55402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Delaware) *EE*
- 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) attached? Yes No

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

Trademark Application No.(s)
 PRESENTATIONS 74/522,928
 GOLD STAR GALLERY 74/514,043
 HOT TIPS 74/514,040

B. Trademark Registration No.(s)

See Attachment A

Additional numbers attached? Yes No

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

Name: Bassem N. Ibrahim

Internal Address: Popham, Hall, Schnobrich & Kaufman, Ltd.

Street Address: 655 15th Street, N.W.

060 Andrews Blvd / 25 74522828

City: Washington DC 20005-5788

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41): \$ 740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number (if deficiencies)

0 134050 40.00 CK

0 492 700.00 CK

(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.

Bassem N. Ibrahim
Name of Person Signing

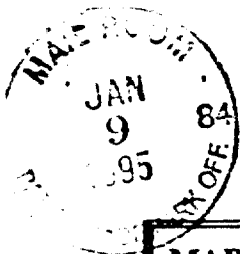
[Signature]
Signature

1-5-1995
Date

Total number of pages including cover sheet, attachments and document: 9

TRADEMARK

REEL 1277 FRAME 12
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Attachment A

MARK	Registration No.
THE SPECIALITY ADVERTISER	1,119,016
LAKWOOD'S	1,140,726
AIRPORT SERVICES MANAGEMENT	1,142,516
POTENTIALS IN MARKETING	1,143,346
POTENTIALS MART (Stylized)	1,290,028
MARKETING COMMUNICATIONS	1,349,243
THE SERVICE EDGE	1,498,618
HIGH PERFORMANCE MANAGER	1,505,425
TRAINING DIRECTORS' FORUM	1,507,093
LEADACTION	1,510,389
DIRECT SUCCESS	1,559,003
PROMOTION MARKETING	1,580,859
TRAINING	1,600,765
FRONT-LINE SERVICE	1,627,033
TQ (Stylized)	1,632,332
PEPI	1,643,971
THE TERMINATOR	1,646,236
THE QUALITY CONSORTIUM	1,653,871
THE QUALITY CONSORTIUM	1,692,923
THE HUMAN SIDE OF BUSINESS	1,703,180
TOTAL TRAINER PROGRAM	1,708,766
BEST OF AMERICA	1,718,899
HUMAN SIDE OF QUALITY	1,811,162
THE QUALITY IMPERATIVE - PROFILES OF THE HUMAN SIDE (Stylized)	1,814,885
HIGH PERFORMANCE MARKETING (Stylized)	1,836,463
PRESENTATION PRODUCTS	1,851,471

Don Powell
5/22/00
Division V.P.
Bill Communications Inc

TRADEMARK

REEL 1277 FRAME 413

ASSIGNMENT

This Assignment (hereinafter "Assignment"), is dated this 22 day of December, 1994, by and between Lakewood Publications Inc., a Delaware corporation with a mailing address of 50 South Ninth Street, Minneapolis, Minnesota 55402 ("Assignor") and Lakewood Publications Acquisition Corp., a Delaware corporation with a mailing address of 50 South Ninth Street, Minneapolis, Minnesota 55402 ("Assignee"), with regard to the following:

WHEREAS, Assignor is the owner of certain Trademarks, U.S. Trademark Applications, and U.S. Trademark Registrations therefor, all fully identified on Exhibit A attached hereto (collectively hereinafter referred to as the "Trademarks") and is desirous of transferring all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks to Assignee, to be held and enjoyed by Assignee, its successors, heirs, assigns and other legal representatives; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks owned by Assignor.

NOW, THEREFORE, for good and valuable consideration, and the above recitals which are incorporated into the operative terms of this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and sets over Assignee, the entire right, title and interest in and to the Trademarks, including without limitation all renewals thereof, together with the goodwill of the business connected, symbolized and associated with the Trademarks, the same to be held and enjoyed by Assignee, its successors, heirs, assigns and other legal representatives.

Assignor further sells, assigns, transfers and sets over to Assignee the right to sue for all past, present and future infringements of the Trademarks including the right to collect damages for such infringements, and all rights corresponding thereto throughout the world for the Trademarks.

Assignor further represents and warrants that upon request of Assignee, it shall execute all papers, make all rightful oaths, and do all other lawful acts necessary to carry out the intent of this Assignment, as well as provide such other material, information or assistance as Assignee may consider necessary to carry out the intent of this Assignment.

This Assignment is binding upon the parties, their successors, heirs, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in its corporate name by its duly authorized representative/officer and its corporate seal to be affixed hereto this 22nd day of December, 1994.

LAKWOOD PUBLICATIONS INC.

By: [Signature]

Name: James P. Secord

Title: President

Date: _____

STATE OF Minnesota

CITY OF Hennepin

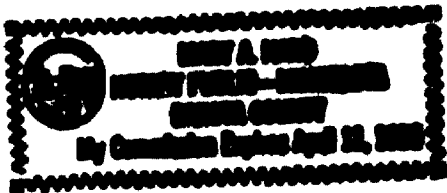
TRADEMARK

REEL 1277 FRAME 15

Before me this 22nd day of December, 1994, appeared James Secord who declares that, he/she is President of LAKWOOD PUBLICATIONS INC., that he/she is authorized to execute this document on behalf of said company and that he/she has read and understands the foregoing document and has signed it as his/her free act and deed and as the free act and deed of said company.

Mary A. Hako
Notary Public

My commission expires on April 11, 1995



REEL 1277 FRAME 17

Item Name	Amount	Date	Description	Principal	Section
POTENTIALS MART (Stylized)	1,290,028	8/14/84	TRADEMARK books relating to the premium, incentive and business gln field	Principal	Section 8 & 15
MARKETING COMMUNICATIONS	1,349,243	7/16/85	magazines	Principal	Section 8 & 15
THE SERVICE EDGE	1,498,618	8/2/88	newsletter concerning customer service	Principal	Section 8 & 15
HIGH PERFORMANCE MANAGER	1,505,425	9/20/88	monthly magazine	Supplemental	Registered
TRAINING DIRECTORS' FORUM	1,507,093	10/4/88	monthly newsletters directed to training directors	Principal	Section 8 & 15
LEADACTION	1,510,389	10/25/88	marketing research services, namely, developing prospective customer sales' lists	Principal	Registered
DIRECT SUCCESS	1,559,003	10/3/89	periodical newsletter relating to direct mail marketing	Principal	Registered
PROMOTION MARKETING	1,580,859	1/30/90	periodical supplement of a magazine	Supplemental	Registered
TRAINING	1,600,765	6/12/90	magazine dealing with human resources	Principal	Registered
FRONT-LINE SERVICE	1,627,033	12/11/90	newsletters relating to customer service personnel	Principal	Registered
TQ (Stylized)	1,632,332	1/22/91	newsletter relating to competitiveness issues for services and products	Principal	Registered
PEPI	1,643,971	5/7/91	educations services, namely conducting classes and seminars in the field of employee motivation	Principal	Registered
THE TERMINATOR	1,646,236	5/28/91	trade information services, namely qualifying trade publication circulation lists and sales leads derived from such lists	Principal	Registered
THE QUALITY CONSORTIUM	1,653,871	8/13/91	market and survey research services relating to quality and customer service issues	Principal	Registered

TRADEMARK

REEL: 002086 FRAME: 0859

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TRADEMARK
REEL: 002086 FRAME: 0860

THE QUALITY CONSORTIUM	1,692,923	6/9/92	TRADEMARK publications; namely, reports, pamphlets and newsletters relating to quality and customer service issues	Principal	Registered
THE HUMAN SIDE OF BUSINESS	1,703,180	7/28/92	periodical magazines relating to training in the field of business	Principal	Registered
TOTAL TRAINER PROGRAM	1,708,766	8/18/92	educational services; namely, conducting conferences in the field of personnel and the training thereof	Principal	Registered
BEST OF AMERICA	1,718,899	9/22/92	educational services; namely, annual conferences relating to human resources and training	Principal	Registered
HUMAN SIDE OF QUALITY	1,811,162	12/14/93	organizing and arranging education conferences and expositions relating to quality management	Principal	Registered
THE QUALITY IMPERATIVE - PROFILES OF THE HUMAN SIDE (Stylized)	1,814,885	1/4/94	magazines relating to quality issues in business	Principal	Registered
HIGH PERFORMANCE MARKETING (Stylized)	1,836,463	5/10/94	educational services; namely, conducting conferences and seminars in the field of marketing	Supplemental	Registered
PRESENTATION PRODUCTS	1,851,471	9/27/93	monthly magazine featuring audio, video, computers multi-media products	Principal	Registered

REEL 1277 FRAME 19

TRADEMARK

Abandoned Applications

	App. Ser. or Reg. No.	Filed or Reg. Date	Goods/Services	Supplemental/ Principal Reflector Principal	Status
Mark COMPUTER LITERACY WEEK (Stylized)	73/434,988	7/18/83	computer educational programs for the training of individuals and organization	Principal	Abandoned
COMPUTER LITERACY WEEK (and Design)	73/434,989	7/18/83	computer educational programs for the training of individuals and organizations	Principal	Abandoned
THE QUALITY IMPERATIVE: PROFILES FROM THE HUMAN SIDE	74/289,440	6/29/92	magazine relating to business	Principal	Abandoned
SERVICE QUALITY INSTITUTE	74/147,919	3/13/91	educational conferences and seminars directed to improvement of customer service	Principal	Abandoned
TQC	74/111,498	11/1/90	conducting business and market research in the fields of product and service quality and customer service; and newsletter relating to competitiveness issues for services and products	Supplemental	Abandoned
TOTAL QUALITY	74/017,048	1/8/90	newsletter relating to competitiveness issues for services and products	Principal	Abandoned
HR THE CHRONICLE OF EXCELLENCE IN HUMAN RESOURCES	74/007,013	12/4/89	magazine relating to human resources	Principal	Abandoned
COMPUTER SUPPORT ASSOCIATION	73/537,244	5/13/85	educational services, namely conducting classes and consulting services about personal and business use of computers seminars in the fields of productivity, profitability and quality management	Principal	Abandoned

TRADEMARK

REEL: 002086 FRAME: 0861

REEL 1277 FRAME 20

TRADEMARK
Cancelled Registrations

Mark	App. Ser. or Reg. No.	Issue or Reg. Date	Goods/Services	Supplemental/Principal Register	Status
TRAINING WORLD	1,121,000				
FOOD PLANT IDEAS	1,143,345	12/16/80	Magazine	Principal	Cancelled
IT IMAGING TECHNOLOGY	1,483,359	4/5/88	periodical magazine about imaging technology	Principal	Cancelled
RESOURCE (Stylized)	1,363,334	10/1/85	trade directory of products and services for the managed recreation industry	Principal	Cancelled
TRAINING THE MAGAZINE OF HUMAN RESOURCES DEVELOPMENT	1,392,316	5/6/86	periodical magazine	Principal	Cancelled

Common Law Marks

Goods/Services

Mark
TRAVEL AND HOTEL MARKETING
HEALTH CARE EDUCATION
INTERNATIONAL TELEVISION

RECORDED
TRADEMARK OFFICE

JAN - 9 95

TRADEMARK

REEL: 002086 FRAME: 0862