

06-15-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06 09 00

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

06/15/2000 DCOATES 00000007 1507966

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002087 FRAME: 0355

MD
6-14-00

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1907963"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Brian L. Petrequin, Esq.
Name of Person Signing


Signature

June 13, 2000
Date Signed

ASSIGNMENT OF TRADEMARKS

This Assignment is made this 9th day of June, 2000 by and between **FLADMARK PUBLISHING COMPANY**, a Minnesota corporation, having a principal place of business at 101 West Second Street, Suite 203, Duluth, Minnesota 55802 ("Assignor"), and **CURANT COMMUNICATIONS, INC.**, a California corporation, having a principal place of place of business at 6701 Center Drive West #450, Los Angeles, California 90045, ("Assignee").

WHEREAS, Assignor has adopted and used in its business the trademarks, if any, (the "Trademarks") identified in the ASSET PURCHASE AGREEMENT of even date herewith (the "Purchase Agreement") and listed on Schedule A attached hereto and made a part hereof; and

WHEREAS, the Assignee is purchasing the Trademarks from Assignor pursuant to the Purchase Agreement;

NOW, THEREFORE, in consideration of and exchange for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademark is used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademark. Assignor further agrees to execute all papers and to perform such other acts as Assignee may deem necessary to secure to it the rights hereby assigned.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on the date first above written.

FLADMARK PUBLISHING COMPANY

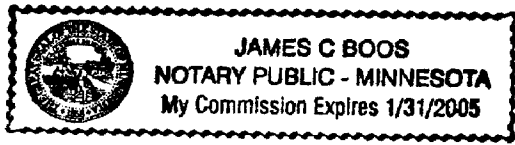
By: Orlando G. Fladmark
Name: Orlando G. Fladmark
Title: Chairman, Vice President and
Assistant Secretary

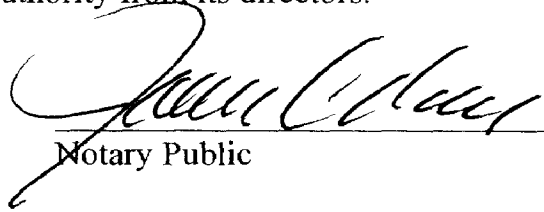
STATE OF Minnesota)
) SS:
COUNTY OF St Louis)

On this 9th day of June, 2000 personally came before me **ORLANDO G. FLADMARK** and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Chairman, Vice President and Assistant Secretary of **FLADMARK PUBLISHING COMPANY**, a Minnesota corporation; and

(b) This document was signed and delivered by **FLADMARK PUBLISHING COMPANY** as its voluntary act and deed by virtue of authority from its directors.




Notary Public

Schedule A

1. THE HEARING REVIEW®
 - (i) United States Patent and Trademark Office Registration # 1,907,963
 - (ii) Graphic replica of the mark: THE HEARING REVIEW
 - (iii) Text reproduction of the mark (e.g., if printed with italics, bold, uppercase, etc.):
THE HEARING REVIEW
 - (iv) Date of first use: 1/19/94
 - (v) List all materials upon which the mark is affixed or used, e.g. letterhead, magazines, journals, newsletters, brochures, business cards, T-shirts, etc.: _____.
2. Any and all common law rights in and to the mark *The Worldwide Registry* used in connection with the trademark *The Hearing Review*®.
3. Any and all common law rights in trademark uses of the internet domain names *www.hearingreview.com* and *www.thehearingreview.com*.
4. Any and all common law rights in the trademark *City and Convention Guide* used in connection with the trademark *The Hearing Review*®.
5. Any and all common law rights in the trademark *High Performance Hearing Solutions*.