

07-06-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101397298

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

Address

Address

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.

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail document to be recorded with required cover sheet(s) information to:
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07/05/2000 DNGUYEN 00000351 060920 1090865

01 FC:481 40.00 CH
02 FC:482 200.00 CH

TRADEMARK
REEL: 002096 FRAME: 0962

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address

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 Numbers(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

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.

Pauline L. Wen, Esq.



June 6, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement") is effective as of March 7, 2000 ("Effective Date") between Rand McNally & Company, a corporation organized under the laws of the state of Delaware ("RMC"), Thomas Bros. Maps, a corporation organized under the laws of the state of California ("TBM") (collectively, RMC and TBM will be referred to as "Licensors"), and randmcnally.com inc., a corporation organized under the laws of the state of Delaware ("Licensee").

RECITALS

WHEREAS, Licensors have been using and own the trademarks listed on Schedules A and B hereto (collectively, the "Registered Trademarks") in connection with their businesses, and

WHEREAS, the parties entered into a Contribution and License Agreement dated as of March 7, 2000 (the "CL Agreement"), all terms of which are incorporated herewith, and

WHEREAS, Licensee desires to acquire an exclusive, worldwide right to use the Registered Trademarks in connection with its Business pursuant to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for the payment of good and valuable consideration as set forth below and in the CL Agreement, the receipt and sufficiency of which are hereby acknowledged, Licensors agree to and hereby do license the Registered Trademarks to Licensee as follows:

1. Definitions

Unless otherwise defined herein, capitalized terms which are defined in the CL Agreement are used herein as defined in the CL Agreement.

2. Grant; Representations of Licensors

(a) Subject to the terms and conditions of this Agreement and the CL Agreement, RMC hereby grants to Licensee an exclusive (except as to RMC's right to use each of the applicable Registered Trademarks other than in the Business), perpetual, irrevocable, worldwide license to use each of the Registered Trademarks listed in Schedule A in, or in connection with, the Business. Licensee will have the right to indicate to the public that it is an authorized licensee of RMC with respect to the applicable Registered Trademarks.

(b) Subject to the terms and conditions of this Agreement and the CL Agreement, TBM hereby grants to Licensee an exclusive (except as to TBM's right to use each of the applicable Registered Trademarks other than in the Business), perpetual, irrevocable, worldwide license to use each of the Registered Trademarks listed in Schedule B in, or in

connection with, the Business. Licensee will have the right to indicate to the public that it is an authorized licensee of TBM with respect to the applicable Registered Trademarks.

3. Quality Control/Registered Trademark Notice

(a) The nature and quality of all goods, services and promotional materials used by Licensee in connection with the Registered Trademarks shall (i) conform to Licensors' current quality standards; (ii) be of such quality as to be adequate and suited to the protection and maintenance of Licensors' ownership interest in and to the Registered Trademarks and the goodwill symbolized thereby and associated therewith (the "Goodwill"); and (iii) be manufactured, sold and distributed in compliance with all applicable material federal, state, local and foreign laws, rules and regulations. Licensee shall not at any time do or suffer to be done any act which would impair materially Licensors' proprietary rights in or to the Registered Trademarks, including all Goodwill.

(b) Notwithstanding anything in this Agreement or the CL Agreement to the contrary, any use of the Registered Trademarks in substantially the same form as they are currently used by Licensors or their affiliates on goods, services and promotional materials that conform to substantially the same quality standards as are currently in force by Licensors or their affiliates is hereby deemed approved. RMC's current standards for its Registered Trademarks, and related goods, services and promotional materials are set forth in Schedule 3.7 of the CL Agreement.

(c) Except in those cases in which conformance is deemed approved in accordance with Section 2(b) herein, Section 2(c) herein, or the CL Agreement, if Licensee's use of the Registered Trademarks or if Licensee's goods, services and promotional materials materially deviate from RMC's or TBM's, as appropriate, current standards for such goods, services and promotional materials, Licensee shall notify RMC or TBM, as appropriate, and submit a representative sample or rendering of such proposed use, free of charge and postage pre-paid, to RMC or TBM, as appropriate, for RMC's or TBM's, as applicable, prior approval, which approval shall not be unreasonably withheld and which approval shall be deemed approved upon the passage, without written objection, of seven (7) business days after submission of the representative sample or rendering. After a use of RMC's or TBM's, as applicable, Registered Trademarks has been approved or deemed approved, Licensee shall have no further obligation to obtain RMC's or TBM's, as appropriate, approval for any use that does not materially deviate from such approved use.

(d) Licensors shall have, at reasonable times and on reasonable notice, the right to monitor the quality of goods, services, and promotional materials using each of their Registered Trademarks, and Licensee shall assist Licensors in monitoring quality by making available to Licensors, upon Licensors' request, samples and demonstrations of such use.

(e) Licensee shall use the name "Rand McNally," or a derivative thereof, as the primary brand for the Business and the domain name "www.randmcnally.com" as the primary domain name. The goods, services and promotional materials on which Licensee uses

the Registered Trademarks shall at all times be appropriately marked to indicate that the Registered Trademarks are trademarks of RMC or TBM, as appropriate, and are being used by Licensee pursuant to a license granted by RMC or TBM, as appropriate.

4. Registered Trademarks and Goodwill Ownership

Except as set forth in this Agreement and the CL Agreement, nothing in this Agreement will be deemed to grant to Licensee any right, title and interest in or to any Registered Trademarks. Licensors reserve all rights to use and license the Registered Trademarks other than in, or in connection with, the Business. If Licensee, in the course of exercising its rights hereunder, acquires any goodwill or reputation in the Registered Trademarks, all such goodwill or reputation will automatically vest in and inure to the benefit of Licensors when and as, on an ongoing basis such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of any license granted under this Agreement and the CL Agreement, without any separate payment or other consideration of any kind to Licensee, and Licensee agrees to take such actions as are reasonably necessary, at Licensors' expense, to effect such vesting, including without limitation the transfer to Licensors of rights in any filings or registrations made under the CL Agreement.

5. Infringement and Termination of Licensors' Rights

Licensee shall promptly notify Licensors in writing of any actual or suspected infringement of the Registered Trademarks by a third party of which it becomes aware and of any available evidence thereof and shall cooperate in a commercially reasonable manner, at the appropriate Licensor's expense, with Licensor's efforts to investigate, terminate and recover damages for any actual or suspected infringement of the Registered Trademarks.

6. Assignment and Sublicenses

(a) Licensee shall not grant, assign, convey, sublicense or transfer any of its rights in and to the Registered Trademarks to any third parties, except as expressly provided in Sections 6(b) or 6(c) herein, as expressly provided in the CL Agreement, or with the express written approval of RMC, TBM or Licensors, as applicable, which approval shall not be unreasonably withheld. Any other purported grant, sublicense, assignment, conveyance or transfer shall be null and void and of no force or effect. In the event written approval of RMC, TBM or Licensors, as applicable, is obtained to a grant, assignment, conveyance, sublicense or transfer, the holder or holders through grant, assignment, conveyance, sublicense or transfer of this Agreement or any interest herein shall be bound by all of the terms and conditions hereof.

(b) Notwithstanding any other provisions of this Agreement or the CL Agreement to the contrary, Licensors hereby grant to the Licensee the right to sublicense its rights to the Registered Trademarks as provided in, and subject to the restrictions contained in, the CL Agreement.

(c) Notwithstanding any other provisions of this Agreement or the CL Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the

Licensors and Licensee and their respective successors and permitted assigns. This Agreement and the licenses granted hereunder, the CL Agreement and the Licenses granted thereunder may be assigned or transferred pursuant to a sale or other disposition of all or substantially all of the assets of Licensors or Licensee, as the case may be (whether pursuant to a sale of stock, by merger, by sale of assets or otherwise), and any such purchaser shall be bound to the provisions of the CL Agreement, this Agreement and all requirements contained therein and herein.

7. Term and Termination of Agreement

(a) This Agreement and the licenses granted hereunder will be effective as of the Effective Date and will continue in full force and effect indefinitely (the "Term"), unless terminated in accordance with the provisions of the CL Agreement.

(b) Upon termination of the CL Agreement or any License granted thereunder, this Agreement or the applicable license will terminate. The provisions of the CL Agreement, including but not limited to Article X thereunder, shall govern with respect to the term and termination of this Agreement and the CL Agreement and the effect thereof, survival of provisions, dispute resolution and other related matters.

8. Choice of Law/Severability

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of conflict of law provisions or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(b) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9. Effect of the CL Agreement

All provisions of the CL Agreement are incorporated herein and govern this Agreement. In the event of a conflict between this Agreement and the CL Agreement, the provisions of the CL Agreement shall govern and apply. Upon termination of the CL Agreement or any License granted thereunder, this Agreement or the applicable license will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

RAND MCNALLY & COMPANY:

Dated: June 5, 2000

By: Veda Brit-Hardy
Name: Veda Brit-Hardy
Title: Assistant Secretary

THOMAS BROS. MAPS:

Dated: 6-2-00

By: Jim Welch
Name: JIM WELCH
Title: VP. GENERAL MANAGER

LICENSEE:

Dated: 6-5-00

By: Christopher Hevly
Name: CHRISTOPHER HEVLY
Title: PRESIDENT

SCHEDULE A

Registered Trademarks Licensed by RMC to Licensee

MARK	SERIAL NO./REG. NO.
Divided globe design	CTM Registration No. 43919
Globe logo	U.S. Registration No. 1,090,865
ROADSENSE	U.S. Registration No. 2,311,707
AMERICA'S TRAVEL AUTHORITY	U.S. Registration Nos. 1,439,924 and 1,948,100
STREETFINDER	U.S. Registration No. 2,088,115
TRIPMAKER	U.S. Registration No. 2,030,573

SCHEDULE B

Registered Trademarks Licensed by TBM to Licensee

MARK	SERIAL NO./REG. NO.
THOMAS BROS. MAPS	U.S. Registration Nos. 1,984,986 and 1,694,336
THE THOMAS GUIDE	U.S. Registration No. 1,809,093