

07-10-2000



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6.13.00

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

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

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 Assignment.)

FOR OFFICE USE ONLY

07/07/2000 DNGUYEN 00000107 2009213

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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

REEL: 002097 FRAME: 0530

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" value="2009213"/>	<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"/>	<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.

Peter M. Diemer

06082000

Name of Person Signing

Signature

Date Signed

BILL OF SALE

BILL OF SALE, dated this 25th day of January, 2000, by Wiesner Publishing, LLC, a Colorado limited liability company ("Seller"), and Frostbite Publications, LLC, an Alaska limited liability company ("Buyer"). Pursuant to such Asset Purchase Agreement, dated January 25, 2000 (the "Agreement"), Seller has agreed to sell and Buyer has agreed to buy all of the assets of Seller in connection with the publication and distribution of Mountain Pilot.

NOW, THEREFORE, for the consideration paid to Seller by Buyer pursuant to the Purchase Agreement, the receipt and adequacy of which are hereby acknowledge by Seller, by these presents do hereby sell, transfer, convey, assign and deliver unto Buyer, its successors and assigns, free and clear of any and all liens, encumbrances, mortgages, security interest, pledges, claims, equities and other restrictions or charges of any kind or nature whatsoever with respect thereto, all of Seller's warranty title and interest in and to the Assets (as defined in the Agreement).

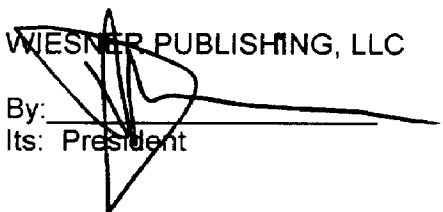
TO HAVE AND TO HOLD, the same to Buyer, its successor and assigns forever, and Seller hereby covenants with Buyer, its successors and assigns, that it is now the lawful owner of the Assets and that it has the legal right and good title to sell the same as aforesaid; and that it will WARRANT AND DEFEND the same against the claims and demands of any and all persons.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed as of the date first above written:.

SELLER:

WIESNER PUBLISHING, LLC

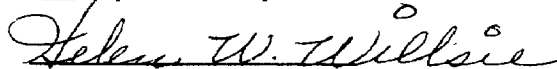
By: _____
Its: President



STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me, a Notary Public, this 27th day of January, 2000, by Daniel Wiesner, as President, of Wiesner Publishing, LLC.

WITNESS my hand and seal this 27 day of January, 2000.


Notary Public

My commission expires: 05/05/2001