

8-14-00

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

09-08-2000

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



101452868
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/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 Assignment.)

FOR OFFICE USE ONLY

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40.00 DP

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. 20503

REEL: 002130 FRAME: 0829

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 (216) 586-1309

Name

Jacqueline M. O'Brien

Address (line 1)

JONES, DAY, REAVIS & POGUE

Address (line 2)

North Point

Address (line 3)

901 Lakeside Avenue

Address (line 4)

Cleveland, Ohio 44114

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

#

8

Trademark Application Number(s) or Registration Number(s)☐ Mark if additional numbers attachedEnter 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)**

2,040,125		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

50-1432

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.

Jacqueline M. O'Brien 527825-027002

Name of Person Signing

Signature

August 11, 2000

Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 12th day of July 2000 ("Effective Date"), by and between Howton & Associates, Inc., a Florida corporation ("Assignor"), and Donohue Meehan Publishing Company, an Illinois corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 12, 2000 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of the assets, properties, rights and interests relating to the Business (as defined in the Purchase Agreement);

WHEREAS, Assignor owns the United States trademark registrations for registration identified and set forth on Schedule A, the trademarks and service marks and registrations and applications for registration identified and set forth on Schedule B, the unregistered trademarks and service marks identified and set forth on Schedule C (collectively, the "Marks"), and the goodwill of the business associated therewith;

WHEREAS, pursuant to the Purchase Agreement, these Marks are to be assigned to Assignee; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the Business in connection with which the Marks are used; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

* * * * *

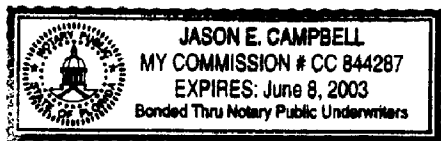
IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

HOWTON & ASSOCIATES, INC.

By: [Signature]
Name: Hugh K. Howton
Title: President

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

On this 12th day of July, 2000 personally appeared before me
Hugh K. Howton, known to me to be President of Howton & Associates, Inc.,
who acknowledged that he/she signed this instrument as a free act on behalf of Howton &
Associates, Inc.



[Signature]
Notary Public:
My commission expires: 6/5/03

DONOHUE MEEHAN PUBLISHING
COMPANY

By: _____
Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of July, 2000 personally appeared before me
_____, known to me to be _____ of Donohue Meehan
Publishing Company, who acknowledged that he/she signed this instrument as a free act on behalf
of Donohue Meehan Publishing Company.

Notary Public:
My commission expires:

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

HOWTON & ASSOCIATES, INC.

By: _____

Name: Hugh K. Howton

Title: President

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of July, 2000 personally appeared before me _____, known to me to be _____ of Howton & Associates, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Howton & Associates, Inc.

Notary Public:

My commission expires:

DONOHUE MEEHAN PUBLISHING
COMPANY

By: _____

Name: Daniel J. Ramella

Title: Vice President

STATE OF *Ohio*)
) ss:
COUNTY OF *Cuyahoga*)

On this 12th day of July, 2000 personally appeared before me Daniel J. Ramella, known to me to be Vice President of Donohue Meehan Publishing Company, who acknowledged that he/she signed this instrument as a free act on behalf of Donohue Meehan Publishing Company.

Hugh K. Howton
Notary Public:

My commission expires: *March 22, 2005*

TRADEMARK
REEL: 002130 FRAME: 0833

SCHEDULE A

None.

SCHEDULE B

Service Mark, Reg. No. 2,040,125, registered February 25, 1997 in the United States Patent and Trademark Office.

SCHEDULE C

None.