



09-22-2000



DEPARTMENT OF COMMERCE
Patent and Trademark Office

101466701

To the Honorable Commissioner of Patents and Trademarks. Please

1. Name of conveying party(ies):

Age Wave Communications Corporation

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

9-1-00

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 2000

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

Name: United Advertising Publications, Inc.

Address: 15400 Knoll Trail, Suite 400
Dallas, Texas 75248

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Washington
- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)
GET UP AND GO! (Reg. No. 1,883,532)
GET UP & GO! (Reg. No. 2,242,706)

Additional numbers attached? Yes No

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

Jeffrey H. Kaufman
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 196131US-6170-33

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): . . . \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030
(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.

Jeffrey H. Kaufman
Name of Person Signing

Signature

9/1/00
Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/21/2000 MTHAI1 00000200 1683532

01 FC:481
02 FC:482

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

40.00 DP

Public burden reduction for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

ASSIGNMENT

WHEREAS Age Wave Communications Corporation, a Delaware corporation, with its principal place of business at 2000 Powell Street, Emeryville, California 94608 ("Assignor"), is the owner of record of the federal trademark registrations of marks identified in Attachment A, which are registered in the United States Patent and Trademark Office (collectively, the "Marks").

WHEREAS Kendell Communications, Inc., a California corporation, with its principal place of business at 777 Girard Avenue, Suite 200, La Jolla, California 92037 ("KCI") and Paul J. Zindell, an individual, whose principal address is the same as that of Kendell Communications, Inc. ("Officer"), acquired title to the Marks in partial satisfaction a Security Interest in certain assets, including the Marks, of Assignor, held pursuant to that certain Consulting and Non-Competition Agreement dated October 27, 1997, by and among Kendell Communications, Inc., Paul J. Zindell and Age Wave Communications Corporation.

WHEREAS KCI acquired all of Officer's rights, title and interest in the Marks on February 3, 2000

WHEREAS United Advertising Publications, Inc., a Washington corporation, with its principal place of business at 15400 Knoll Trail, Suite 400, Dallas, Texas 75428 ("Assignee"), desires to acquire all right title and interest in and to the Marks, including the registrations thereof and the other Purchased Assets (capitalized terms used herein without definition shall be used as defined in the Trademark Purchase Agreement, dated as of June 26, 2000, among the parties hereto).

NOW THEREFORE for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Owner, Officer and Assignor, hereby jointly and severally agree as follows:

Owner, Officer and Assignor, hereby jointly and severally sell, convey, assign, transfer and deliver to Assignee all of their rights, title, and interest in and to the Marks, throughout the world and any and all registrations thereof together with the goodwill of the business symbolized by the Marks and the other Purchased Assets, free and clear of all liens, encumbrances and "claims" (as defined in Section 101 of the U.S. Bankruptcy Code), all rights to apply for registrations of the Marks and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or international convention, and all rights, interests, claims and demands recoverable in law or equity that Seller or AWCC have or may have in profits and damages for past, present and future infringement of the Marks, including but not limited to, the right to compromise, sue for and collect such profits and damages, the same to be held and enjoyed by the Purchaser, its successors and assigns or their representatives, as fully and entirely as the same would have been held and enjoyed by the Seller or AWCC if this assignment had not been made.

Owner, Officer and Assignor, at any time after the Closing, at the request of Purchaser and at Owners' sole expense, shall execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer, and will take any other action consistent with the terms of this Assignment and the Agreement, that may reasonably be necessary for the purpose of assigning, granting and confirming to Purchaser the Marks and the other Purchased Assets to be conveyed pursuant to this Assignment and the Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

KENDELL COMMUNICATIONS, INC.

AGE WAVE COMMUNICATIONS CORPORATION

Paul J. Zindell
Paul J. Zindell, Chief Executive Officer

[Signature]
Mark Pickup, Responsible Individual
under Chapter 11 Case Number
99-46699-T11

June 27, 2000
Date

6/30/00
Date

PAUL J. ZINDELL

UNITED ADVERTISING PUBLICATIONS

Paul J. Zindell
June 27, 2000
Date

By Karen James
Title Vice-President
Date 7/5/00

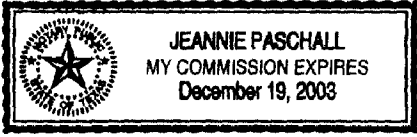
Texas
STATE OF CALIFORNIA)
) ss.:
COUNTY OF Dallas)

On July 5th, 2000 before me, Jeannie Paschall,
personally appeared Kevin J Couest, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

Witness my hand and official seal.

Jeannie Paschall
Notary Public

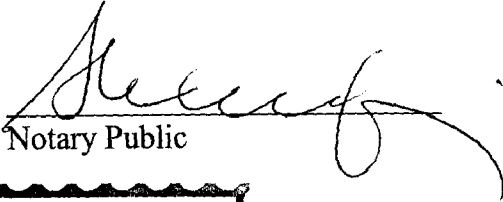
[Seal]

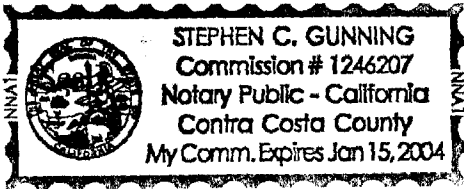


STATE OF CALIFORNIA)
) ss.:
COUNTY OF Contra Costa)

On June 30th, 2000 before me, Stephen C. Gunning Notary Public, personally appeared Mark Pickup, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



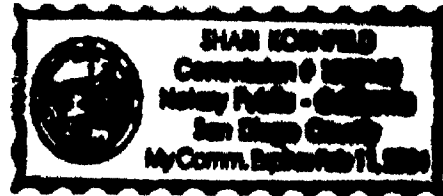
STATE OF CALIFORNIA)

COUNTY OF San Diego) ss.:

On JUNE 27, 2000 before me, SHARI KORNFIELD,
personally appeared Paul J. Zindell, ~~personally known to me~~ (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

Witness my hand and official seal.

Shari Kornfeld
Notary Public



[Seal]

ATTACHMENT A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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GET UP AND GO!	U.S. Reg. # 1,883,532	03/14/1995
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GET UP & GO!	U.S. Reg. # 2,242,706	05/04/1999
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