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

12-26-2000



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| | Merger Effective Date Month Day Year | | | | |
| Correction of PTO Error Reel # Frame # | 02 29 2000 | | | | |
| <u> </u> | Change of Name | | | | |
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| Conveying Party | Mark if additional names of conveying parties attached Execution Date | | | | |
| | Month Day Year | | | | |
| Name Light R | Reading LLC 02 29 2000 | | | | |
| Formerly | 75876761 | | | | |
| Individual General Partnership | Limited Partnership Corporation Association | | | | |
| X Other Limit | ted Liability Company | | | | |
| X Citizenship/State of Incorporation/Organizati | ior: Delaware | | | | |
| Receiving Party | Mark if additional names of receiving parties attached | | | | |
| Name | Light Reading Inc. | | | | |
| | | | | | |
| DBA/AKA/TA | | | | | |
| Composed of | | | | | |
| Address (line 1) | 26 West 87th Street | | | | |
| Address (line 2) | | | | | |
| Address (line 3) New York | New York 10024 | | | | |
| City | State/Country Zip Code | | | | |
| Individual General Partnership | Limited Partnership If document to be recorded is an assignment and the receiving party is | | | | |
| X Corporation Association | not domiciled in the United States, an | | | | |
| - Addoration | appointment of a domestic representative should be attached | | | | |
| Other | (Designation must be a separate | | | | |
| X Citizenship/State of Incorporation/Organizati | document from Assignment.) Delaware | | | | |
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| Name | | Karl M. Zielaznicki, Esq. | |
| Address (line 1) | | Parker Chapin LLP | |
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| k | (arl M. Zielaznicki | / hr | November 28, 2000 |
| Marra | of Dorson Cianina | | |

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LIGHT READING INC.

Assignment and Assumption Agreement

Light Reading LLC (the 'Assignor'), a Delaware limited liability company, and Light Reading Inc., a Delaware corporat on (the "Company"), hereby agree with each other, as of February 29, 2000, as follows:

- Assignment. For \$10 and other good and valuable consideration paid to the Company, the receipt of which hereby is acknowledged by the Company, Assignor hereby assigns, conveys, transfers and delivers to the Company, and the Company hereby acquires and accepts from the Assignor, all of Assignor's assets, properties, rights and claims owned by Assignor of every kind or description, wherever located, tangible or intangible, vested or unvested, contingent or otherwise, of which Assignor is seized or has or claims any interest in whether or not recorded on its books or records (the foregoing being referred to herein, collectively, as the "Assets")
- 2. <u>Assumption of Liabilities</u> The Company hereby agrees to assume and discharge any and all habilities that Assignor may have incurred in connection with or arising out of the acquisition, ownership, operation or disposition of the Assets.
- Miscellaneous. This Agreement shall be binding upon and for the benefit of each of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements with respect thereto. This Agreement may be amended only by an instrument in writing signed by a duly authorized representative of each party. This Agreement may be executed in one of more counterparts each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the date first above written.

LIGHT READING LLC

Stephen Saunders

Member

By:

LIGHT READING INC.

Stephen Saunders

President

TRADEMARK REEL: 002198 FRAME: 0810 I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed: Commissioner of Patents & Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231, on—November 29, 2000 Date of Deposit

| Dena Stevenson | |
|-------------------|--|
| /Legal Assistant | |
| Nenas alexander | |
| Signature | |
| November 29, 2000 | |
| Date of Signature | |

RECORDED: 11/28/2000

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