

03-05-2001

FORM PTO-1618A
Expires 06/30/99

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



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02-15-2001

**RECORDATION FORM COVER SHEET
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U.S. Patent & TMO/PTM Mail Rcpt Dt. #72

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

03/05/2001 DBYRNE 00000031 2260083

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01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002243 FRAME: 0507

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)

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.

John E. Quattrocchi
Name of Person Signing

John E. Quattrocchi
Signature

6/17/00
Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of May 23, 2000, is made by and between AJ INDOOR ADVERTISING, INC., Minnesota corporation ("Assignor") and NEXTMEDIA OUTDOOR, INC., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Agreement"), dated as of May 11, 2000, pursuant to which, among other things, Assignor has agreed to sell to Assignee substantially all of the assets used by Assignor in (i) the operation of the leading indoor advertising company in the United States known as AJ Indoor Advertising, Inc., and (ii) the operation of a leading indoor franchising company known as AJ Indoor International, Inc. (collectively, the "Business"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the intellectual property identified on Schedule A attached hereto and made a part hereof, as registered with the United States Patent and Trademark Office and Network Solutions, Inc., together with all other trademarks, service marks, and trade names and the goodwill of the business connected with the use thereof, and symbolized thereby, copyrights, trade secrets, and patents owned by or licensed to Assignor and used in or held for use in connection with the operation, management and marketing of the Business (the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein without definition and which are defined in the Agreement shall be used herein with the meaning set forth for such terms in the Agreement.
2. Assignor does hereby sell, transfer, assign and set over unto Assignee all of Assignor's right, title and interest in and to the Intellectual Property, including, but not limited, the goodwill of the business connected with the use thereof, and symbolized thereby.
3. Assignor, at Assignee's request, will promptly execute and/or deliver to Assignee all documents reasonably necessary to effect the transfer of the registration of the Intellectual Property from Assignor to Assignee in the appropriate records.

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

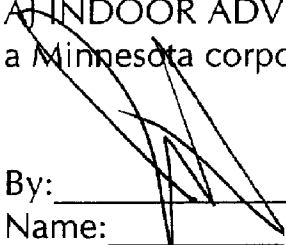
5. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the date first written above.

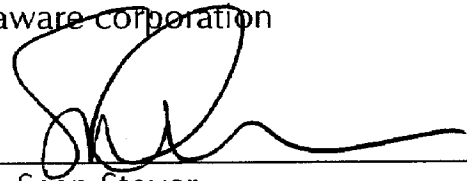
ASSIGNOR:

ALINDOOR ADVERTISING, INC.,
a Minnesota corporation

By: 
Name: _____
Title: _____ **James M. Arabanos**
President

ASSIGNEE:

NEXTMEDIA OUTDOOR, INC.,
a Delaware corporation

By: 
Sean Stover,
its President, Secretary and
Treasurer

SCHEDULE A

INTELLECTUAL PROPERTY

1. Service Mark, "National Indoor Advertising Corporation" as registered with the United States Patent and Trademark Office on July 6, 1999, Reg. No. 2,260,083.
2. Service Mark, "Think of us as Outdoor with plumbing" as registered with the United States Patent and Trademark Office on August 10, 1999, Reg. No. 2,268,247.
3. Service Mark, AJ Indoor "swoosh" as registered with the United States Patent and Trademark Office on September 14, 1999, Reg. No. 2,277,157.
4. Service Mark, "AJ Indoor" as registered with the United States Patent and Trademark Office on September 1, 1992, Reg. No. 1,712,143.
5. Domain Name: "AJ Indoor."
6. URL: "http://www.AJIndoor.com."