

05-04-2001



101701298

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

225009/001

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Network Communications, Inc. **41301**

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Georgia  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)  Yes  No

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

Name: Frey Media, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2 Park Lane #E

City: Hilton Head Island State: SC ZIP: 29938

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State South Carolina  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
 (Designations must be a separate document from \_\_\_\_\_)  
 Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: March 26 and 27, 2001

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,903,944

Additional numbers  Yes  No

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

Name: Laura E. Goldbard

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved:..... **1**

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 19-4709

05/03/2001 DBYRNE 00000130 194709 1903944 DO NOT USE THIS SPACE  
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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.

Laura E. Goldbard Laura E. Goldbard April 11, 2001  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **5**

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, NETWORK COMMUNICATIONS, INC., a Georgia corporation, having its principal place of business at 2305 Newpoint Parkway, P.O. Box 100001, Lawrenceville, Georgia 30043 (hereinafter referred to as "ASSIGNOR"), is the owner of the trademarks and the record owner of the United States, Georgia State and Canadian trademark registrations set forth in the SCHEDULE OF TRADEMARKS annexed hereto and made a part hereof, (hereinafter the "TRADEMARKS"); and

WHEREAS, FREY MEDIA, INC., a South Carolina corporation, having an address of 5 Office Park Road, Suite 205, Hilton Head Island, South Carolina 29938, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the rights, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS:

NOW THEREFORE, pursuant to an Asset Purchase Agreement dated March 23, 1999, and in consideration of good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR confirms the transfer and hereby transfers and assigns to ASSIGNEE, the entire right, title and interest in and to the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS and all trademark registrations therefor; and

ASSIGNOR, does also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the TRADEMARKS, the right to sue for and collect the

same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and

ASSIGNOR, further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARKS and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument;

ASSIGNOR, further agrees to execute such addition documents as may be required in states and countries foreign to the United States, to record ASSIGNEE as the owner of the TRADEMARKS and registrations and applications herein assigned; and

ASSIGNOR, further agrees to assign all Internet domain names, website names and other names used on global computer networks, that contain the TRADEMARKS or were used for the Magazine as defined in the Asset Purchase Agreement, and execute such further documents as may be required to record ASSIGNEE as the owner of said identification names.



**SCHEDULE OF TRADEMARKS**

<u>Country/State</u>	<u>Trademark</u>	<u>Registration</u>	<u>Issued</u>
United States	GOLFER THE GREAT GOLF VALUE MAGAZINE	1,903,944 (Supplemental Register)	July 4, 1995
Canada	GOLFER THE GREAT GOLF VALUE MAGAZINE	TMA 501,047	Sept. 21, 1998
Georgia	LIFE ON THE FAIRWAYS	T16,060	Dec. 23, 1996

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