

05-16-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ExitInfo, Inc. 5-7-01
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Haas Publishing Companies, Inc.
Internal Address:
Address:
Street Address: 3119 Campus Drive
City: Norcross State: GA Zip: 30071-140
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
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

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: December 18, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/046,700
B. Trademark Registration No.(s) 2,195,128 1,759,277
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Baila H. Celedonia, Esq.
Internal Address: Cowan, Liebowitz & Latman, P.C.
Street Address: 1133 Avenue of the Americas
City: New York State: NY Zip: 10036

7. Total fee (37 CFR 3.41) \$ 90.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 03-3415
(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.
Baila H. Celedonia
Name of Person Signing Signature Date 5/4/01
Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002296 FRAME: 0200

TRADEMARK ASSIGNMENT

WHEREAS, EXITInfo, Inc., a California corporation having an address at 1333 East Madison, Suite 101, El Cajon, CA 92021 ("Assignor"), is the owner of certain registered trademarks, trade names, service marks and logos relating to the Business (as defined), including, but not limited to those listed and described on Exhibit A attached hereto (along with the goodwill associated with each of the foregoing collectively, the "Marks");

WHEREAS, Haas Publishing Companies, Inc., a Delaware corporation having its place of business at 3119 Campus Drive, Norcross, Georgia 30071-1402 ("Assignee") desires to acquire Assignor's entire right, title and interest in and to the Marks; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain of the assets of Assignor, and Assignee has agreed to assume certain of the liabilities of Assignor, in each case relating to the Business (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and permitted assigns all right, title and interest, whether statutory, registered or at common law, in and to the Marks, together with the goodwill symbolized by them, throughout the world, and any renewals or extensions thereof, and all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

This instrument shall be governed by, and construed and enforced in accordance with the laws of the state of New York (without regard to conflicts of laws principles). Seller and Purchaser irrevocably submit to the jurisdiction of the courts of the State of California and the Federal courts of the United States located in the State of California, County of San Diego for purposes of any legal actions which may result from any alleged breaches of this Trademark Assignment and agree to bring any such actions in one of such courts.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Marks in Assignee.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto this 18 day of December, 2000.

EXITINFO, INC.


By: 
Name: *PAUL BECKER*
Title: *PRESIDENT*

EXHIBIT A

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Date of First Use</u>
EXIT INFO & Design	76/046,700	June 10, 1999
EXITINFO FEATURING FREEWAY EXIT MAPS AND INFORMATION	1,759,277	August 27, 1991
TRAVELER COUPON GUIDE	2,195,128	1991

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

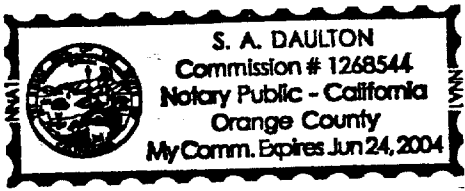
State of California

County of Orange

On Dec 18, 2000 before me, S. A. Daulton Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Paul Becker
Name(s) of Signer(s)

personally known to me -- OR -- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

S. A. Daulton
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Agreement

Document Date: Dec 18, 2000 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul Becker

- Individual
- Corporate Officer
Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:
Exit Info, Inc.



Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:

