

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Statmats Communications, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: **Mercor Media, Inc.**

Internal Address: _____
Address: _____

Street Address: **744 N. Wells Street**

City: **Chicago** State: **IL** Zip: **60610**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(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)

2,347,888

Additional number(s) attached Yes No

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

Name: **Stacy P. Chronopoulos**

Internal Address: **Pedersen & Houpt**

Street Address: **161 N. Clark Street,**

Suite 3100

City: **Chicago** State: **IL** Zip: **60601**

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:

500276

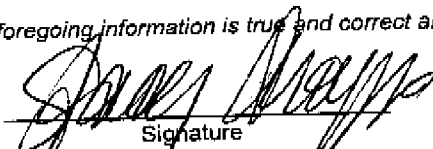
(Attach duplicate copy of this page if paying by deposit account)

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.

Stacy P. Chronopoulos
Name of Person Signing


Signature

August 17, 2001
Date

Total number of pages including cover sheet, attachments, and document: 5

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor: Stamats Communications, Inc.,
an Iowa corporation.

Assignee: Mercor Media, Inc.,
a Delaware corporation.

TRADEMARK ASSIGNMENT

This Trademark Assignment, is made and entered into as of the 10th day of August, 2001, by and between Statmats Communications, Inc., an Iowa Corporation, with its principal place of business at 615 Fifth St. S.E., Cedar Rapids, Iowa 52406-1888 ("Assignor") and Mercor Media, Inc., a Delaware corporation with its principal place of business at 744 N. Wells, Chicago, Illinois, 60610 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks and service marks, and the registrations and applications therefore (collectively the "Trademarks"), which have been issued by the United States Patent and Trademark Office and are listed on Exhibit A attached hereto.

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademarks in accordance with the terms of this Trademark Assignment; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to Trademarks.

AGREEMENT

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

1. Assignor hereby sells, assigns and transfers to Assignee, throughout the United States and throughout the world: (a) all of Assignor's right, title and interest in and to the Trademarks, including all existing and future registrations of such trademarks and all renewals thereof; (b) the good will of Assignor's business in connection with which the Trademarks are used and which is symbolized by said Trademarks; (c) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including, without limitation, payments under all licenses entered into in connection with the Trademarks and all damages and payments for past and future infringements of the Trademarks; (d) the right to sue for past, present and future infringements of the Trademarks; and (e) all other rights and benefits corresponding to the Trademarks.

2. Assignee hereby accepts the assignment of the Trademarks subject to the terms of this Trademark Assignment.

3. At Assignee's reasonable request and without further consideration, Assignor will execute and deliver such other instruments and take such other action as Assignee may request for the consummation or documentation of the assignment of said Trademarks.

4. Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all United States Trademark Registrations on the Trademarks referenced herein directly to Assignee of the entire interest.

5. Assignor respectfully requests that the Commissioner of Patents and Trademarks record this Trademark Assignment in the United States Patent and Trademark Office against the file of the applications herein described.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

Stamats Communications, Inc.

By Guy H. Wendler
Guy H. Wendler, President

STATE OF IOWA

) ss

COUNTY OF

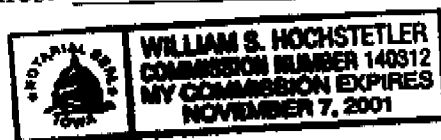
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I, William S. Hochstetler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Guy H. Wendler, President of Stamats Communications, Inc., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such President, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of August, 2001.

William Hochstetler
Notary Public

My Commission Expires: _____



ASSIGNEE:

Mercor Media, Inc.

By *[Signature]*
Dan Pels, President

STATE OF ILLINOIS

COUNTY OF _____) ss
)

I, *Cheryl Petzel*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Dan Pels*, *President* of Mercor Media, Inc., is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, as such *President*, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *10th* day of *August*, 2001.

Cheryl J. Petzel
Notary Public

My Commission Expires: *March 9, 2005*

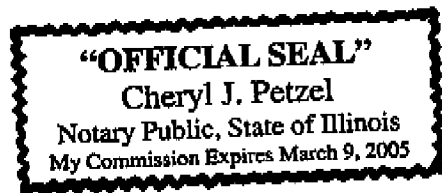


EXHIBIT A

Registered Trademarks and Service Marks

Mark	Registration Number	Registration Date
COMMERCIAL BUILDING	2,347,888	May 2, 2000

Trademark & Service Mark Applications

Mark	Serial Number	Filing Date
None		