

01-25-2002



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U.S. Patent & TMO/TM Mail Rpt Dt. #75

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- New
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Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

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

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Name

DBA/KA/TA

Composed of

Address (line 1)

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- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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)

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FC:481
TC:482

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Mail documents to be recorded with required cover sheet(s) information to:
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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.)

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Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

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Mitchell H Stabbe
Signature

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (the "Assignment") made as of October 15, 2001 between NICC, L.L.C., a Delaware limited liability company ("Assignor"), and Press Association, Inc., a New York corporation ("Assignee").

RECITALS:

A. Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of October 10, 2001 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks and trademarks of Assignor and the goodwill associated therewith.

B. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks and trademarks, and applications and registrations therefor and the goodwill associated therewith, including without limitation the service marks, trademarks and service mark and trademark applications and registrations listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the associated therewith and which is symbolized thereby, including the right to apply for trademark registration based in whole or in part upon said Marks, and the right to renew the trademark registrations and any trademark registrations which may issue from any applications included in the Marks, and all convention and treaty rights based on the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages by reason of past infringement of said Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to transfer all of said Marks to Assignee as assignee of Assignor's entire right, title and interest therein and the goodwill associated therewith or otherwise as Assignee may direct, in accordance with this Assignment.

3. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, Assignor's right, title and interest in and to the Marks.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

5. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same assignment and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment as of the date first above written.

ASSIGNOR:

NICC, L.L.C.

By: NAA Communications Bureau, Inc.
Its Managing Member

By: John F. Stuenkel
Name: John F. Stuenkel
Title: President

State of Virginia)
County of Stafford) ss.:

On this 15th day of Oct, 2001, before me, Audrey Kibler, personally appeared John F. Stuenkel, managing member of NICC, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Audrey K. Kibler
Notary Public

ASSIGNEE:

PRESS ASSOCIATION, INC.

By: _____
Name: Patrick T. O'Brien
Title: Vice President

SCHEDULE A

1. Federal Registered Service Marks

<u>Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
a. NICC	2454513	May 29, 2001
b. THE COMPLETE NEWSPAPER NETWORK	2335563	March 28, 2000

2. Pending Service Mark Application

<u>Service Mark</u>	<u>Application Number</u>	<u>Application Date</u>
EIO and DESIGN	76/211265	February 16, 2001

3. State of California Registered Service Marks

<u>Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
a. THE COMPLETE NEWSPAPER NETWORK	50830	January 27, 1999
b. THE CALIFORNIA NEWSPAPER NETWORK and DESIGN	43957	October 4, 1994

4. Pending European Service Mark or Trademark Application

<u>Service Mark or Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
NICC	2055796	unknown