

02-27-2002



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

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): DMW Worldwide, Inc. 2/1/02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Missouri
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: DMW Acquisition LLC
Internal
Address:
Street Address: 1325 Morris Drive
City: Wayne State: PA Zip: 19087
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 28, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,468,182
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James R. Meyer, Esq.
Internal Address: Schnader Harrison Segal & Lewis
Street Address: 1600 Market Street Suite 3600
City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
02/26/2002 DBYRNE 00000210 2468182
40.00 DP
James R. Meyer, Esq.
Name of Person Signing
Signature
1/9/2002
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

TRADEMARK REEL: 002449 FRAME: 0600

SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT, made as of the 28th day of December, 2001, by and between DMW Worldwide, Inc., a Missouri corporation with offices at 211 North Broadway, St. Louis, MO 63102 ("Assignor"), and DMW Acquisition LLC, a Delaware limited liability company with offices at 1325 Morris Drive Wayne, PA 19087 ("Assignee"),

W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 28, 2001 (the "Asset Purchase Agreement"), all terms of which are incorporated herewith, whereby Assignee has purchased the Assets (as defined in the Asset Purchase Agreement) relating to the Business (as defined in the Asset Purchase Agreement) of Assignor, as fully set forth in the Asset Purchase Agreement; and

WHEREAS, Assignor has adopted and is using the mark DMW WORLDWIDE (the "Mark") in connection with the business of direct response advertising services (the "Services"), and has registered the Mark for the Services with the United States Patent and Trademark Office under Registration No. 2,468,182;

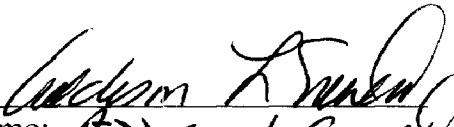
WHEREAS, Assignor has agreed to assign to Assignee all of its right, title, and interest in and to the Mark together with all goodwill of the business associated with or symbolized by the Mark;

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged:

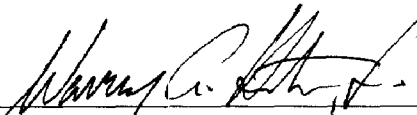
1. Assignor assigns to Assignee all of its right, title, and interest in and to the Mark and all registrations for the Mark including the above-named registration together with all goodwill of the business associated with or symbolized by the Mark.
2. All provisions of the Asset Purchase Agreement are incorporated herein and govern this Assignment. Nothing herein is intended to modify, limit, or otherwise affect the representations, warranties, covenants, exclusions, indemnities, and agreements contained in the Asset Purchase Agreement, and such representations, warranties, covenants, exclusions, indemnities, and agreements shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern, supersede, prevail, and apply.

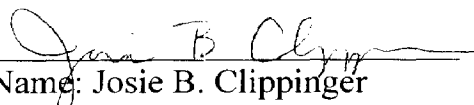
IN WITNESS WHEREOF, authorized representatives of each of the parties hereto have duly executed this Assignment as of the date first above written.

DMW Worldwide, Inc.

By: 
Name: Addison L. Everett
Title: EVP/CFO

DMW Acquisition LLC

By: 
Name: Warren A. Hunter, Jr.
Title: President and CEO

By: 
Name: Josie B. Clippinger
Title: Executive Vice President and CFO